



A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, FULTON COUNTY, COBB COUNTY, GEORGIA TECHNOLOGY AUTHORITY, GEORGIA DEPARTMENT OF PUBLIC SAFETY AND GEORGIA EMERGENCY MANAGEMENT AGENCY, TO PARTICIPATE IN THE URBAN AREA SECURITY INITIATIVE PROGRAM FUNDED BY A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, OFFICE OF DOMESTIC PREPAREDNESS, AND FOR OTHER PURPOSES.

WHEREAS, the United States Department of Homeland Security, Office of Domestic Preparedness (ODP) has made funds available, pursuant to the Fiscal Year 2004 Homeland Security Appropriations Act, for the creation of a system of interoperable voice communication and information sharing among state and/or local law enforcement agencies to fight terrorism; and

WHEREAS, the City of Atlanta, DeKalb County, Fulton County, Cobb County, Georgia Technology Authority, Georgia Department of Public Safety, and Georgia Emergency Management Agency desire to enter into an Intergovernmental Agreement in order to create an Urban Area Interoperable Communications Consortium (the "Consortium") to carry out the Urban Area Security Initiative Program for which the Georgia Emergency Management Agency (GEMA), on behalf of the State of Georgia, has received Grant Funds from ODP (a copy of the proposed agreement being attached to this Resolution); and

WHEREAS, pursuant to the intergovernmental agreement, the Mayor or her designee, shall serve on the Executive Committee of the Consortium; and

WHEREAS, participation by the City of Atlanta Police Department in the Urban Area Security Initiative Program will enhance the ability of the City to prevent and effectively respond to future potential terrorist attacks.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA

Section One: that the Mayor is hereby authorized to enter into an Intergovernmental Agreement with DeKalb County, Fulton County, Cobb County, Georgia Technology Authority, Georgia Department of Public Safety, and Georgia Emergency Management Agency in substantially the form attached to this Resolution.

A true copy,

*Rhonda Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

MAY 17, 2004  
MAY 25, 2004

 **DRAFT**

**INTERGOVERNMENTAL AGREEMENT AMONG THE POLITICAL SUBDIVISIONS OF DEKALB COUNTY, FULTON COUNTY, AND COBB COUNTY, GEORGIA, AND THE MUNICIPALITY OF ATLANTA, GEORGIA, AND THE STATE AGENCIES OF GEORGIA TECHNOLOGY AUTHORITY AND DEPARTMENT OF PUBLIC SAFETY REGARDING THE URBAN AREA SECURITY INITIATIVE AGREEMENT**

**THIS AGREEMENT** is made on this \_\_\_ day of \_\_\_\_\_, 2004 (the "Effective Date") by and among DEKALB COUNTY, FULTON COUNTY, and COBB COUNTY, Georgia, political subdivisions of the State of Georgia, the city of ATLANTA, a municipal corporation located in Fulton County, Georgia, and the GEORGIA TECHNOLOGY AUTHORITY ("GTA"), the GEORGIA DEPARTMENT OF PUBLIC SAFETY ("DPS"), and the GEORGIA EMERGENCY MANAGEMENT AGENCY ("GEMA"), state agencies/authorities (collectively referred to hereafter as the "Parties" or the "Urban Area Security Interoperable Communications Consortium" or the "USAICC").

**WITNESSETH:**

**WHEREAS**, the parties to this Agreement are all governmental entities; and

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the Parties are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with activities these governments are authorized to undertake; and

**WHEREAS**, grant funds have been made available through the United States Department of Homeland Security, Office of Domestic Preparedness, for homeland security and law enforcement terrorism prevention to the Georgia Emergency Management Agency ("GEMA") in accordance with the Fiscal Year 2004 Homeland Security Appropriation Act; and

**WHEREAS**, GEMA has awarded Fulton and DeKalb Counties, and the City of Atlanta, (the "Subgrantees") funds from this grant to enable the Subgrantees to purchase and install a digital radio system that will overlay their existing systems and enhance interoperable radio communication between multiple jurisdictions (the "Project"); and

**WHEREAS**, Cobb County also received a similar grant to enable it to purchase the Smart Zone switch and has entered into an agreement with Motorola to upgrade its existing radio communications network so that it will be capable of directly interfacing with Federal, State, and local governments, including the Subgrantees; and

**WHEREAS**, GTA will serve as the purchasing agent for the Subgrantees to facilitate procurement of necessary equipment and services under an existing State contract; and



**WHEREAS**, the State of Georgia will be incorporated into the Subgrantee's and Cobb County's systems, and Georgia DPS will be intrinsically involved in and affected by an interoperable communication system between multiple governmental public safety agencies; and

**WHEREAS**, it is advisable for all parties directly impacted by the use of the grant funds to form a collaborative team to design, implement and proliferate a secure real-time interoperable communications network with the goal of achieving increased public safety through direct seamless communication;

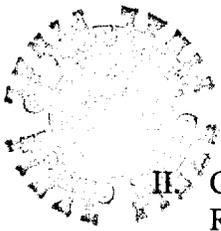
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

#### I. CREATION OF CONSORTIUM/MEMBERS

The parties agree by their signatures hereto to create and be a member of a collaborative team for the purposes set out in this Agreement and any other purposes related thereto. The group shall be known as the "Urban Area Security Interoperable Communications Consortium" or the "UASICC."

A. **PURPOSE:** The UASICC is created for the following purposes.

1. To establish interoperable communications
  - a. among the First Responder Providers for the designated urban area (as defined by GEMA) asset forth in the strategic plan in the Urban Area Security Initiative grant,
  - b. to plan for future real-time interoperable communication needs to enhance public safety, and
  - c. with the goal of expanding the scope of voice and data communications, so that in the future surrounding counties and municipalities may become a part of a larger interoperable communications network.
2. To cooperate in the applications, acceptance, and use of federal, state, local, and private grants.
3. To create and participate in established committees and assign sufficient and knowledgeable personnel to ad hoc committees to carry out the goals and specific projects of the UASICC.
4. To carry out any other related objectives and goals associated with achieving interoperable communications for public safety purposes among various agencies.



## II. CREATION OF COMMITTEES AND DESCRIPTION OF MUTUAL RESPONSIBILITIES

### A. THE EXECUTIVE COMMITTEE:

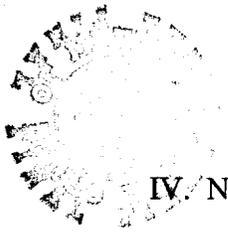
1. Members shall be: the chief executive officers of DeKalb County, GTA, DPS, and GEMA; the chairpersons of the Fulton and Cobb County Board of Commissioners, and the Mayor of the City of Atlanta, or each of these officer's designee.
2. The Executive Committee shall meet when necessary to discuss issues relative to the goals of the UASICC, organize themselves as they deem necessary, and do whatever else is in the interest of achieving the goals of the USAICC.
3. Each member of the Executive Committee shall appoint an individual to a standing Steering Committee. The appointments should occur as soon as practicable after full execution of this Agreement, and it is anticipated members of this Steering Committee will have first hand knowledge about the needs of their agency and the technologies available and currently used;

### B. Members of the Steering Committee shall:

1. create ad hoc committees as needed, such as technical and operational committees;
2. work together to negotiate contracts in which grant monies are to be expended;
3. plan for future communication needs of the members of the UASICC and any future members;
4. meet with the frequency necessary (and at least annually), and organize themselves as they deem necessary to carry out the Committee's obligations, and inform and advise the appointing Executive Committee members on current issues;
5. cooperate in the day-to-day issues of implementing the various contracts and upgrading and testing the communication equipment purchased through the immediate subgrantee's grant or others and used by their governmental units; and
6. do anything else necessary or advisable to carry out the objectives and goals associated with achieving interoperable communications among various agencies.

## III. Term

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.



IV. Notice

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To DeKalb County:

DeKalb County, Georgia  
Attn: Chief Executive Officer  
1300 Commerce Drive  
Decatur, Georgia 30030

with copy to:

DeKalb County Law Department  
Attn: County Attorney  
1300 Commerce Drive  
5th Floor  
Decatur, GA 30030

and copy to:

Deputy Director of Communications  
3630 Camp Circle  
Decatur, Georgia 30032

To City of Atlanta:

City of Atlanta  
Attn: Mayor  
Atlanta City Hall, Suite 2400  
55 Trinity Avenue SW  
Atlanta, Georgia 30303

with copy to:

City of Atlanta Law Department  
Attn: City Attorney  
68 Mitchell Street SW  
Suite 4100  
Atlanta, Georgia 30335

and copy to:

Atlanta Police Department  
Attn: Chief of Police  
675 Ponce De Leon Ave, NE  
Atlanta, Georgia 30308

To Fulton County:

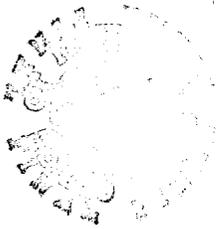
Chairman, Board of Commissioners  
Government Ctr., Tower, Ste. 10035  
141 Pryor Street SW  
Atlanta, Georgia 30303

with copy to:

County Attorney's Office  
Government Center, Tower, Ste. 4038  
141 Pryor Street SW  
Atlanta, Georgia 30303

and copy to:

Alfred (Rocky) Moore



To Cobb County:

Chairman, Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30090

with copy to:

County Attorney's Office  
100 Cherokee Street  
Suite 595  
Marietta, Georgia 30090

and copy to:

Department of Public Safety  
E911 Communications Bureau  
Attn: Radio Systems Specialist  
140 North Marietta Parkway  
Marietta, Georgia 30060

GTA:

Chief Network Officer  
200 Piedmont Avenue, Suite 1702  
1702 West Tower  
Atlanta, Georgia 30034

with copy to:

Chief Financial Officer  
100 Peachtree, Suite 2300  
Atlanta, Georgia 30034

GEMA:

Attn: Director  
PO Box 18055  
Atlanta, Georgia 30316

Department of Public Safety:  
Attn: Commissioner of Public Safety  
PO Box 1456  
Atlanta, Georgia 30371-1456

with copy to:

Attn: Director  
Communications Division  
PO Box 1456  
Atlanta, Georgia 30371-1456



All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

#### V. Execution of this Agreement; Effective Date

Each party to this agreement shall sign eight (8) signature pages in blue ink. Each party is responsible for forwarding the signed agreement with the signature pages to GEMA. GEMA shall collect the agreements and the necessary signature pages. This agreement shall become effective on the date the last party executes this Agreement.

#### VI. Limitation of Liability

No member of the Executive Board, Steering Committee, any ad hoc committee, or any Party to this Agreement, or any party acting on any of their behalf shall be liable to any person for any damages arising out of any act or omission related to this Agreement.

#### VII. Termination

Any party may terminate this Agreement, in whole or in part, for any reason whatsoever after two years from the Effective Date or two years from the acceptance of the Project by the Subgrantees, whichever is later. The terminating party shall terminate by delivering to the other parties a Notice of Termination specifying the nature, extent, and effective date of termination, which shall be no sooner than 30 days from receipt of the Notice of Termination.

#### VIII. No Third Party Beneficiaries

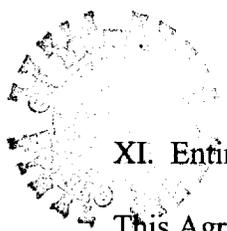
This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

#### IX. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

#### X. Successors and Assigns

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials of any Party.



**XI. Entire Agreement**

This Agreement constitutes the entire Agreement between the Parties hereto as to all matters contained herein. No representation, oral or written, not set forth and incorporated herein shall be binding upon the parties hereto. All subsequent changes to this Agreement must be signed by all parties.

**XII. Severability**

In the event any section of this agreement is declared and adjudged invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

RCS# 5712  
5/17/04  
2:10 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PG(S) 1-13 EXCEPT:04-R-0876  
04-R-0911 04-R-0835 04-R-0882  
ADOPT

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 0  
EXCUSED: 0  
ABSENT 1

|           |             |          |            |           |
|-----------|-------------|----------|------------|-----------|
| Y Smith   | Y Winslow   | Y Shook  | Y Martin   | Y Norwood |
| Y Starnes | Y Archibong | Y Muller | B Maddox   | Y Willis  |
| Y Young   | Y Fauver    | Y Moore  | Y Mitchell |           |

CONSENT I

| <b>3-01-04 Council Meeting</b>  |   |
|---|---|
| <b>ITEMS ADOPTED ON<br/>CONSENT</b>   | <b>ITEMS ADOPTED ON<br/>CONSENT</b>   |
| <ol style="list-style-type: none"> <li>1. 04-O-0858</li> <li>2. 04-O-0869</li> <li>3. 04-O-0372</li> <li>4. 04-O-0373</li> <li>5. 04-O-0641</li> <li>6. 04-O-0642</li> <li>7. 04-O-0646</li> <li>8. 04-O-0648</li> <li>9. 04-O-0650</li> <li>10. 04-O-0652</li> <li>11. 04-O-0653</li> <li>12. 04-O-0656</li> <li>13. 04-O-0657</li> <li>14. 04-O-0874</li> <li>15. 04-O-0488</li> <li>16. 04-O-0700</li> <li>17. 04-O-0872</li> <li>18. 04-O-0660</li> <li>19. 04-O-0661</li> <li>20. 04-O-0873</li> <li>21. 03-R-2228</li> <li>22. 04-R-0805</li> <li>23. 04-R-0806</li> <li>24. 04-R-0808</li> <li>25. 04-R-0809</li> <li>26. 04-R-0822</li> <li>27. 04-R-0859</li> <li>28. 04-R-0882</li> <li>29. 04-R-0889</li> <li>30. 04-R-0369</li> <li>31. 04-R-0870</li> <li>32. 04-R-0876</li> <li>33. 04-R-0815</li> <li>34. 04-R-0847</li> <li>35. 04-R-0862</li> <li>36. 04-R-0863</li> <li>37. 04-R-0821</li> <li>38. 04-R-0807</li> <li>39. 04-R-0811</li> <li>40. 04-R-0812</li> </ol> | <ol style="list-style-type: none"> <li>41. 04-R-0813</li> <li>42. 04-R-0865</li> <li>43. 04-R-0824</li> <li>44. 04-R-0825</li> <li>45. 04-R-0826</li> <li>46. 04-R-0827</li> <li>47. 04-R-0828</li> </ol> <p><b>ITEMS ADVERSED<br/>ON CONSENT</b></p> <ol style="list-style-type: none"> <li>48. 04-R-0829</li> <li>49. 04-R-0830</li> <li>50. 04-R-0831</li> <li>51. 04-R-0832</li> <li>52. 04-R-0833</li> <li>53. 04-R-0834</li> <li>54. 04-R-0836</li> <li>55. 04-R-0837</li> <li>56. 04-R-0838</li> <li>57. 04-R-0839</li> <li>58. 04-R-0840</li> <li>59. 04-R-0841</li> <li>60. 04-R-0842</li> <li>61. 04-R-0843</li> <li>62. 04-R-0844</li> <li>63. 04-R-0845</li> <li>64. 04-R-0846</li> </ol> |

04-R-0862

(Do Not Write Above This Line)

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, FULTON COUNTY, COBB COUNTY, GEORGIA TECHNOLOGY AUTHORITY, GEORGIA DEPARTMENT OF PUBLIC SAFETY AND GEORGIA EMERGENCY MANAGEMENT AGENCY, TO PARTICIPATE IN THE URBAN AREA SECURITY INITIATIVE PROGRAM FUNDED BY A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, OFFICE OF DOMESTIC PREPAREDNESS, AND FOR OTHER PURPOSES.

Jerry L. DeLoach, Deputy City Attorney

*[Signature]*

ADOPTED BY

MAY 17 2004

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

COUNCIL

Date Referred 05/03/04

Referred To: Public Safety & Legal Affairs

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee Date Chair Referred to  
A. P. [Signature]

Committee Date  
[Signature] 5/1/2004

Chair Action:  
[Signature]

Fav. Adv. Hold (see rev. side)  
Other:

Members  
[Signature]  
[Signature]

Refer To

Committee

Date

Chair

Action:

Fav. Adv. Hold (see rev. side)

Other:

Members

Refer To

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Consent
- V Vote
- RRC Vote

CERTIFIED

RECEIVED  
MAY 17 2004

*[Signature]*

MAY 17 2004

*[Signature]*  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED  
*[Signature]*  
MAY 25 2004

MAYOR