CITY COUNCIL
ATLANTA, GEORGIA

AN AMENDED ORDINANCE **05-O-0704**

BY TRANSPORTATION COMMITTEE

AN ORDINANCE TO ANTICIPATE AND APPROPRIATE GRANT FUNDS IN THE AMOUNT OF $41,250,000.00 FROM THE TRANSPORTATION SECURITY ADMINISTRATION FOR FISCAL YEARS 2004 AND 2005 PURSUANT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE TRANSPORATION SECURITY ADMINISTRATION DATED FEBRUARY 17, 2004, WHICH MEMORANDUM OF AGREEMENT WAS AUTHORIZED BY THE CITY COUNCIL BY RESOLUTION 03-R-0384 ON JULY 21, 2003 AND APPROVED BY THE MAYOR ON JULY 29, 2003, TO REIMBURSE THE CITY FOR ALLOWABLE COSTS OF THE AUTOMATED HOLD BAGGAGE SCREENING PROJECT AT THE HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta owns and operates the Hartsfield-Jackson Atlanta International Airport ("Airport"); and

WHEREAS, the City of Atlanta entered into a Memorandum of Agreement ("MOA") with the Transportation Security Administration ("TSA") on February 17, 2004, pursuant to Resolution 03-R-0384 adopted by the City Council on July 21, 2003 and approved by the Mayor on July 29, 2003; and

WHEREAS, the TSA has announced its intentions, in accordance with the provisions of Section 367, Division I, of the Department of Transportation and Related Agencies Appropriations Act, 2003, Pub. L. 108-7, 117 Stat. 423 and the Memorandum of Agreement ("MOA") between the City of Atlanta and the TSA to reimburse the City of Atlanta for allowable costs of the Automated Hold Baggage Screening Project at the Airport in the maximum amount of $93,750,000.00 over a four (4) year period; and

WHEREAS, the TSA provided an Amendment of Solicitation/Modification of Contract to the City of Atlanta, dated July 22, 2004, authorizing the funding allotment for Federal Fiscal Year 2004 of $15,000,000.00; and

WHEREAS, the TSA provided an Amendment of Solicitation/Modification of Contract to the City of Atlanta, dated February 21, 2005, authorizing the funding allotment for Federal Fiscal Year 2005 of $26,250,000.00; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

Section 1: That the 2005 [2004 Airport Renewal & Extension Fund (2H21)] Budget be, and is hereby, amended as follows:

ADD TO ANTICIPATIONS

2H21 631103 R21E0903AXA3 Federal Grants - TSA $41,250,000.00

ADD TO APPROPRIATIONS

2H21 762001 R21E0903AXA3 Interfund Operating Transfer $41,250,000.00

Section 2: That the Chief Financial Officer be and is hereby authorized to pay $41,250,000.00 from the Airport Renewal and Extension Fund 2H21 562001 R21E0903AXA3 to the 2004 Airport Passenger Facility Charge Bond Fund 2H31 492412 R21E0903AXA3.

Section 3: That the 2005 [2004 Airport Passenger Facility Charge Bond Fund (2H31) Budget be and is hereby amended as follows:

ADD TO ANTICIPATIONS

2H31 692412 R21E0903AXA3 Oper Trans Fm Fund 2H21 $41,250,000.00

ADD TO APPROPRIATIONS

2H31 762001 R21E0903AXA3 Interfund Oper. Transfer $41,250,000.00

Section 4: That the Chief Financial Officer be and is hereby authorized to pay $41,250,000.00 from the 2004 Airport Passenger Facility Charge Bond Fund 2H31 562001 R21E0903AXA3 to the Airport Facility Revenue Bond Sinking Fund 2H53 492434 B00001.

Section 5: That the 2005 Sinking Fund Budget be, and is hereby, amended as follows:

TRANSFER FROM ANTICIPATIONS

2H53 631103 B00001 Federal Grants TSA $15,000,000.00

TRANSFER TO ANTICIPATIONS

2H53 692434 B00001 Oper Trans Fm Fund 2H31 $15,000,00000

Section 6: That the 2005 Sinking Fund Budget be, and is hereby, amended as follows:

ADD TO ANTICIPATIONS

2H53 692434 B00001 Oper Trans Fm Fund 2H31 $26,250,000.00

ADD TO APPROPRIATIONS

2H53 782007 T31Z03349999 Principal Due $26,250,000.00

Section 7: That all ordinances and parts of ordinances in conflict herewith, be and the same are hereby waived.

A true copy,

Deputy Clerk

ADOPTED as amended **by Council** May 16, 2005
APPROVED by the Mayor May 23, 2005

CITY COUNCIL
ATLANTA, GEORGIA

A SUBSTITUTE RESOLUTION (#2) **03-R-0384**

BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) WITH THE TRANSPORTATION SECURITY ADMINISTRATION (TSA) TO PROVIDE FOR THE DESIGN, CONSTRUCTION, EQUIPMENT INSTALLATION AND FINANCING OF THE AUTOMATED HOLD BAGGAGE SCREENING PROJECT TO BE PERFORMED AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT; IN AN AMOUNT NOT TO EXCEED $180,600,000.00 AND FOR OTHER PURPOSES.

WHEREAS, on November 19, 2001, President Bush signed into law the Aviation Transportation Security Act, which created the Transportation Security Administration (TSA) to oversee certain aspects of transportation security; and

WHEREAS, recent federal security mandates require that the TSA install equipment to allow for electronic explosives detection screening of all baggage being placed on a commercial aircraft leaving the Airport by December 31, 2003; and

WHEREAS, in order to be responsive to the federal security mandates and TSA requirements, the Hold Baggage Screening Project will be implemented by the TSA at the Airport; and

WHEREAS, the TSA has procured under federal guidelines designers and contractors required to implement the project; and

WHEREAS, the TSA has requested the City pay a portion of the cost of the project as it is constructed. Funds are anticipated to be made available in future years to reimburse all or part of the City's share; and

WHEREAS, the City and TSA will enter into a written agreement(s) defining the terms of the Hold Baggage Screening Project. The terms of the agreement(s) will include the approval of specifications and construction plans as well as the schedule of funding and financial reimbursement to the City for all or part of the funds expended; and

WHEREAS, it is prudent to authorize the Mayor to execute the MOA(s) in a timely manner so as to meet the December 31, 2003 deadline.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute the Memorandum of Understanding(s) with the TSA related to the Hold Baggage Screening Project in an amount not to exceed $180,600,000.00.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare the agreement for execution by the Mayor.

BE IT FINALLY RESOLVED that the agreement(s) authorized hereunder shall not become binding upon the City and the City shall incur no obligation or liability thereunder until the same has been signed by the Mayor and delivered to the TSA.

A true copy

Deputy Clerk

ADOPTED by the Council JULY 21, 2003
APPROVED by the Mayor JULY 29, 2003

DRAFT

MEMORANDUM OF AGREEMENT

Between

THE CITY OF ATLANTA, GEORGIA
and

TRANSPORTATION SECURITY ADMINISTRATION

This Memorandum of Agreement ("MOA") is made and entered into this ___day of July, 2003 between THE CITY OF ATLANTA, a MUNICIPAL ORGANIZATION existing under the laws of THE STATE OF GEORGIA ("City"), and the United States of America, acting through the Department of Homeland Security, Transportation Security Administration ("TSA");

WHEREAS, the City owns and operates Hartsfield Atlanta International Airport ("HAIA");

WHEREAS, screening of all checked baggage for explosives is a Federal requirement at commercial service airports, including HAIA;

WHEREAS, the TSA intends to meet the Federal requirement at HAIA by installing Explosives Detection Systems ("EDS") in an "in-line" baggage system;

WHEREAS, modifications must be made to HAIA's facilities for the installation and commissioning of the "in-line" EDS;

WHEREAS, the City and TSA desire to commit certain resources for the necessary modifications to the HAIA facilities;

WHEREAS, the City desires that TSA reimburse the City for the costs of certain modifications to HAIA facilities, subject to the conditions set forth herein;

NOW, THEREFORE, the TSA and the City mutually agree as follows:

ARTICLE 1. EFFECTIVE DATE AND TERM

This MOA is expressly subject to and shall not be or become effective or binding on the City until it has been approved by the City and fully executed by all signatories of the City. The effective date of this MOA is the date on which it is signed by the TSA and by the City and shall be the date of the last signature. This MOA shall remain in effect until September 30, 2007, unless terminated earlier by the City and TSA ("Parties"), as provided herein.

ARTICLE 2. AUTHORITIES

TSA enters into this MOA under the authority of the Aviation and Transportation Security Act of 2001 ("ATSA"), Pub. L. 107-71, Sections 114(m), 106(l) and (m) of 49 U.S.C., and Section 367 of the Department of Transportation and Related Agencies Appropriations Act, 2003 (Division I of P.L. 108-7). HAIA enters into this MOA under the authority of the City. The City is authorized to enter this MOA pursuant to Resolution number ____, adopted by the Atlanta City Council on ____ and approved by the Mayor on ___. The Resolution is attached hereto as Exhibit _.

ARTICLE 3. SCOPE OF WORK

The purpose of this MOA is to set forth the Parties' agreement with respect to responsibilities, funding, and a schedule for implementing specific facility improvements (the "Project") for the engineering and construction of modifications to HAIA's facilities. The Project is necessary to enable the TSA to install and commission the EDS units "in-line" with HAIA's existing baggage system to screen checked baggage. This MOA is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization.

The scope of the Project described in this MOA includes the installation and construction of EDS-related Public Improvements and Private Improvements. "Public Improvements" are improvements made to the HAIA facilities pursuant to this MOA that do not directly facilitate or are not an integral component of the process by which TSA will screen checked baggage, nor part of the accommodations of

TSA, or their contractors and/or subcontractors. The Public Improvements will be owned and maintained by the City. Public Improvements shall include, but not be limited to, the following:

1. HAIA additions and modifications to Terminal North, Terminal South, and Concourse E;
2. HAIA improvements to the Terminal North and Terminal South roadways, including modifications to the existing North and South Parking Decks;
3. HAIA infrastructure improvements, including HVAC, mechanical, and electrical improvements; and
4. Baggage handling system conveyors and related modifications to Terminal North, South, and Concourse E.

"Private Improvements" are improvements made to the HAIA facilities pursuant to this MOA that directly facilitate and are an integral component of the process by which TSA will screen checked baggage, or are part of the accommodations of TSA, or their contractors and/or subcontractors. The Private Improvements will be owned and maintained by TSA. Private Improvements shall include, but not be limited to, the following:

1. EDS and ETD equipment, appurtenances, and certifications of such;
2. Equipment interfacing the electronic screening equipment and the baggage conveyor system;
3. Temporary or permanent office facilities and equipment, exclusive of actual office space.

The exact locations of the Public Improvements and Private Improvements (collectively referred to as "the Premises") are contained in Exhibit _.

Both the City and TSA will have engineering and construction responsibilities to complete the Project. TSA shall be responsible for all Project elements to facilitate improvements on Concourse E. These responsibilities shall include completing design, providing construction administration during construction, and performing all aspects of construction and implementation. TSA shall also complete the design of the Terminal North and Terminal South modifications. The City shall be responsible for

procuring and managing all aspects of construction in Terminal North and Terminal South. The TSA will provide construction administration through their design team in support of the Terminal North and Terminal South construction. Upon construction completion, TSA shall be responsible for installation of EDS, ETD, and associated equipment and commissioning of the EDS "in-line" system.

ARTICLE 4. MILESTONES

Performance of the Project shall be set forth in a schedule (the "Schedule") which shall be agreed to by the Parties within 30 days of the effective date of this MOA. The Schedule shall be incorporated herein by reference when signed by the authorized TSA and City representatives and will be attached hereto as Exhibit _. Time is of the essence for completion of this work and it is anticipated by the Parties that the Project will be completed so that all EDS equipment will be in place and operational by the date as agreed to by the Parties in Exhibit _.

Public Improvements constructed by the City to accommodate the Private Improvements pursuant to this MOA shall be accomplished in accordance with the design approved by TSA and the City. The "in-line" EDS design may be amended during construction as circumstances warrant. Both the City and TSA shall agree upon any design amendment prior to implementation.

ARTICLE 5. REPORTING REQUIREMENTS

1. The TSA shall provide the City with the following:

a) Design Drawings, detailing the Public and Private Improvements, for review and approval by the City.

b) Interface requirements for and delivery schedule of all EDS-related equipment to be installed pursuant to this MOA. A detailed listing will be included in Exhibit _____.

c) Specifications identifying all space, mechanical, electrical, and structural load requirements for the EDS systems being installed by the TSA.

d) Space requirements for TSA personnel and equipment to support the screening of checked baggage.

2. The City shall provide TSA with the following:

a) All contracts that the City proposes to execute for work to be performed under this MOA that exceed $10 million, fourteen (14) days in advance of execution, for review and approval by TSA.

b) Prior to commencing work, for review and approval by TSA, a detailed estimate of costs to complete the work.

c) A lease to be negotiated with the TSA detailing appropriate premises subject to lease by the TSA from the City that uses the City's standard lease form.

ARTICLE 6. PERFORMANCE REQUIREMENTS

1. TSA shall prepare a detailed Project design for review and approval by the City. The design shall include, but not be limited to, floor plans showing locations and service connections of equipment, specifications prepared in Construction Specifications Institute 16-division format to the extent feasible, final plans and specifications for the complete site preparation and conveyor systems and a cost estimate. The existing baggage sorting systems will be modified as part of the Project, in a manner that is consistent with the approved TSA design.

2. TSA's design team will provide construction administration for all construction aspects of the Project. The City will coordinate with the TSA to complete the Project described in this MOA within the time necessary to achieve the schedule for completion described in Article 4 and at a cost that does not exceed the TSA's cost estimate. If, within 60 days of the MOA effective date, the City has not been able to conclude an agreement with a contractor for which the cost a ıd scheduling objectives described in the previous sentence and Article 4 have been attained, the City may terminate this MOA upon written notice to TSA.

3. The City has collected documents providing a general description of the Premises and conditions applicable to the Project. These documents consist of contracts, contract specifications, tenant

improvement contracts, as-built drawings, planning data, utility drawings, and information regarding underground facilities. The City makes neither representations nor assurances regarding the accuracy of these documents, and TSA, or their designated representative, shall be responsible for verifying their accuracy. The City shall provide those documents to TSA and/or their designated representative upon request and the other Party shall protect those documents as requested by the City. TSA, or their designated representative, shall be responsible for providing any and all necessary geotechnical information for and around the Premises.

4. Once TSA receives notification that the City has completed the Public Improvements, TSA will install the EDS and ETD machines and associated equipment in HAIA's baggage system as agreed per the Schedule.

ARTICLE 7. FUNDING AND PAYMENT

1. The City agrees to make good faith efforts to secure financing to finance the Project. The City's performance under this MOA is conditioned on its ability to obtain this financing. TSA agrees, to the extent permitted by law and policy, to use its best efforts to seek through the Administration appropriate funding to reimburse the City for eligible Project costs. This reimbursed amount shall not exceed 90 percent of the total eligible costs that are not otherwise funded through a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant and accompanying local matching share.

The cost of Public Improvements and Private Improvements combined shall be two hundred fifteen million dollars ($215,000,000), exclusive of government furnished material costs. The cost of the improvements to be implemented by the City shall not exceed one hundred and fifty-five million dollars ($155,000,000) **[THIS NUMBER STILL NEEDS TO BE FINALIZED]**, making an expected eligible reimbursable work cost of $139.5 million.

The City is expecting to receive an AIP grant of thirty-nine million seven hundred fifty thousand dollars ($39,750,000). This grant will be applied against a project included in the City's $155 million portion of the work.

TSA reimbursement shall be in accordance with the terms set forth in the Letter of Intent ("LOI"), attached hereto as Exhibit ___, and incorporated herein by reference. TSA's intent to reimburse the City for its costs shall not be deemed an obligation of the United States Government under Section 1501 of Title 31, United States Code, and the LOI is not an administrative commitment for financing. An obligation or administrative commitment may be made only as amounts are provided in authorization and appropriations law. The funding secured through an AIP grant will be subtracted from the LOI amount requested. Based on the requested reimbursement and grant funding from the TSA and FAA, the following table summarizes Federal and City contributions based on the $155 million Public Improvement component of the Project:

$155 Million City Project Component			
TSA LOI Contribution		FAA AIP Contribution	
TSA Share (90%)	City Matching Share (10%)	FAA Share (75%)	City Matching Share (25%)
$91.8 million	$10.2 million	$39.75 million	$13.25 million
Total Federal Share=$131.55 million Total City Share=$23.45 million			

2. Funds are not presently available for reimbursement to the City for 90 percent of the Project costs to be performed under this MOA. No legal liability on the part of the TSA for any payment may arise for performance under this MOA unless and until funds are appropriated for this program activity, such funds are made available to the Contracting Officer for performance under this MOA, the City receives notice of availability of such funds (provided in writing from the Contracting Officer), the

MOA is amended to obligate funds, and provided that the City initially finances the Project for its share of the work described in this MOA. Any determination of additional funding is within the sole discretion of TSA.

3. Under no circumstances will TSA be responsible to pay and the City be entitled to receive profit, overhead or general and administrative expenses for the work performed by City personnel under this MOA, provided, however, that the City may recover the direct cost of its personnel performing the work and the allowable cost of the contractors hired by the City to perform necessary work under this MOA.

4. Under no circumstances will the City be responsible to pay and TSA be entitled to receive profit, overhead, or general and administrative expenses for the work performed pursuant to this MOA. TSA may recover the allowable cost of the contractors and subcontractors hired by TSA to perform the necessary work pursuant to this MOA.

5. TSA shall be responsible for making all payments to its contractors and subcontractors. The Parties agree that TSA, its contractors, or subcontractors shall not bill the City, and that the City shall not be responsible for paying TSA, their contractors, or subcontractors for any of the Project work, regardless of whether the work constitutes a Public Improvement or a Private Improvement.

5. If, and to the extent funds are appropriated and obligated in accordance with Article 7, paragraph 1, above, the TSA shall reimburse the City for the Federal share within 30 days after receipt of properly documented invoices for work performed in constructing the Project. TSA shall not be responsible for costs incurred by the City's personnel and contractors in performing work under this MOA that are not reasonable or allowable. In determining allowable costs, the Parties shall be guided by the FAA's Contract Cost Principles in effect on the effective date of the MOA.

7. The City shall not be responsible for costs incurred by TSA's contractors and subcontractors in performing Work pursuant to this Agreement that are not reasonable or allowable. In determining allowable costs, the parties shall be guided by the Federal Aviation Administration's Contract Cost Principles in effect on the Effective Date of this Agreement.

8. If, and to the extent funds are appropriated and obligated in accordance with Article 7, paragraph 1, above, a properly executed request for payment should be submitted to the TSA on a monthly basis at the billing address identified below.

Original Invoice to:

DOT-FAA/TSA-AMZ-110
P.O. Box 25730
Oklahoma City, OK 73125
Attn: Tiffany Fabrizio
Reference: MOA No. _____

Copy of Invoice to:

Libby Waldman Strugatch
Contracting Officer
Transportation Security Administration – Headquarters
4th Floor, West Tower – TSA 14
400 Seventh Street, NW
Washington, DC 20590

9. The City shall have title to any Public Improvements to its facilities and equipment constructed or installed under this MOA regardless of whether TSA reimburses the City for the costs of those improvements.

10. TSA shall have title to all Private Improvements, including explosives detection equipment, purchased and installed in HAIA facilities under this MOA regardless of whether TSA reimburses the City for the costs of those improvements.

ARTICLE 8. LIMITATION OF FUNDS

The Federal Government's liability to make payments to the City is limited to the amount of funds obligated hereunder, including written modification of this MOA and LOI.

ARTICLE 9. AUDITS

1. As used in this Article, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

2. The City shall maintain and the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this MOA. This right of examination shall include inspection at all reasonable times of HAIA's facilities, or parts of them, engaged in performing the MOA.

3. Comptroller General--

(a) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine ANY of the City's directly pertinent records involving transactions related to this MOA or contracts or agreements hereunder.

(b) This paragraph may not be construed to require the City or its contractors and subcontractors to create or maintain any record that the City or its contractors and subcontractors do not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The City shall make available at its office at all reasonable times the records, materials and other evidence described in Article 9.1 –9.3, for examination, audit, or reproduction, until 3 years after final payment under this MOA, or for any longer period required by statute -- In addition--

(1) If this MOA is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to disputes under Article 17, below, shall be made available until resolution of the dispute is final.

(d) The City shall insert a clause containing all the terms of Article 9.1-9.3 in all its contracts and subcontracts under this MOA that exceed $100,000.00 (one hundred thousand dollars).

4. The City will keep all project accounts and records which fully disclose the amount and disposition by it of the money transferred by the TSA to the City or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with Generally Accepted Accounting Principles.

5. The Administrator of TSA may require that the City conduct an appropriate audit. In any case in which an independent audit is made of the City accounts relating to the disposition of the proceeds of the money transferred or relating to the project in connection with which the aforementioned money transfer was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

ARTICLE 10: INTEGRATION, CHANGES, AND MODIFICATIONS

This MOA is intended as the complete integration of all understandings between the Parties as to the subject matter hereof. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the Parties. Changes and modifications to this MOA shall be in writing and signed by the TSA Contracting Officer and duly executed by the City. Any modification shall cite this MOA, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOA. Notification of changes to parties other than as specified hereinabove shall not be considered to be in compliance with this requirement.

ARTICLE 11: GOVERNMENT FURNISHED MATERIAL

1. The TSA shall furnish the following government furnished material (GFM):

   a. Invision 9000 CTX machines.

b. All installation and connecting equipment.

2. The TSA shall deliver the GFM to the site at an appropriately scheduled date, consistent with the Project Schedule. The TSA shall unload, inspect, inventory, store and install the GFM.

3. The City shall be responsible for the removal, treatment, storage or disposal of hazardous substances, which shall be accomplished in accordance with applicable Federal, State, and local regulations.

4. The TSA shall be responsible for testing and insuring that the GFM is operational

ARTICLE 12. POINTS OF CONTACT

For The City:

Daniel J. Molloy, P.E.
Assistant Aviation General Manager- Facilities
Hartsfield Atlanta International Airport
P.O. Box 20509
Atlanta, Georgia 30320

For Transportation Security Administration:

Libby Waldman Strugatch
Contracting Officer
Transportation Security Administration - Headquarters
4th Floor, West Tower – TSA 17
400 Seventh Street, NW
Washington, DC 20590

Chief Technology Officer
Transportation Security Administration – Headquarters
7th Floor, West Tower – TSA 16
400 Seventh Street, SW
Washington, DC 20590

ARTICLE 13. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of this MOA and any plans, specifications or drawings, the inconsistency shall be resolved by giving preference to the MOA.

ARTICLE 14. CONSTRUCTION OF THE MOA

1. This MOA shall be governed by Federal law.

2. Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this MOA and any amendments thereto, and that, accordingly, this MOA shall not be construed more stringently against one party than against the other.

ARTICLE 15. LIMITATION OF LIABILITY

Claims for damages by the City of any nature whatsoever, pursued under this MOA shall be limited to direct damages only up to the aggregate amount of funding obligated and available under this MOA. Claims for damages by TSA, of any nature whatsoever, pursued under this MOA, shall be limited to direct damages. Neither the TSA nor the City assumes liability under this MOA for any losses arising out of any action or inaction by the City, its employees, or contractors, or any third party action on its behalf.

ARTICLE 16. TERMINATION

Either party may terminate the MOA for default with 30 days written notice to the other party. In the event of termination of this MOA for default, TSA and the City shall be entitled to recover those reasonable termination costs allowed under Federal law; however, TSA will not be liable for costs that exceed the actual amount obligated and are available at the time of termination. Further, TSA funds that have not been spent or obligated for allowable expenses prior to the termination date for default or MOA expiration, and are not reasonably necessary to cover termination expenses, shall be returned to the TSA.

ARTICLE 17. DISPUTES

Where possible, disputes will be resolved by informal discussion between the appropriate City representative and the Contracting Officer. In the event that the Parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by submission of the dispute to

the TSA Administrator or his designee for resolution. The Parties agree that the Administrator's decision shall be final and not subject to judicial or administrative review and shall be enforceable and binding upon the Parties.

ARTICLE 18. LIMITATION OF USE OF LOI FUNDS

In accordance with Section 367 of the Appropriations Act, 2003, the City is not eligible for reimbursement of the Federal share for that portion of any work under this MOA that is performed using Airport Improvement Program funds under Chapter 471 of title 49, United States Code. Additionally, the City shall not commingle FAA/AIP and TSA/LOI funding on any Project component.

AGREED:

TRANSPORTATION SECURITY
ADMINISTRATION

By:_____

Title:_____

CITY OF ATLANTA, GEORGIA

By:_____

_____
[Printed Name]
Mayor

ATTESTED TO:

By:_____

_____
[Printed Name]
Clerk

[SEAL]

Recommended:

By:_____
Chief Operating Officer

Recommended:

By:_____
Aviation General Manager

Recommended:

By:_____
Chief Financial Officer

Approved as to Form:

By:_____
City Attorney

RCS# 4897
7/21/03
2:14 PM

Atlanta City Council

Regular Session

03-R-0384

EXECUTE MEMORANDUM OF AGRMNT W/TSA FOR
AUTO HOLD BAGGAGE SCREEN $180,600,000
ADOPT ON SUB

YEAS:	13
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	2
EXCUSED:	0
ABSENT	1

NV Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	NV Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	B Woolard

6

03- R-0384

(Do Not Write Above This Line)

A RESOLUTION

BY

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) WITH THE TRANSPORTATION SECURITY ADMINISTRATION (TSA) TO PROVIDE FOR THE DESIGN, CONSTRUCTION, EQUIPMENT INSTALLATION AND FINANCING OF THE AUTOMATED HOLD BAGGAGE SCREENING PROJECT TO BE PERFORMED AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT; IN AN AMOUNT NOT TO EXCEED _____ TO BE PAID FROM ACCOUNT NUMBER _____ AND FOR OTHER PURPOSES.

SUBSTITUTE

ADOPTED BY
JUL 21 2003
COUNCIL

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

Date Referred 3/3/03

Referred To: Transportation

Date Referred

Refferred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred To

Committee	Committee
TRANSPORTATION	
7/14/03 Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other SUBSTITUTE	Other
Members	Members
Refer To	Refer To

Committee	Committee
TRANSPORTATION	
7/16/03 Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other Substitute	Other
Members	Members
C.T.M.	
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd Readings ☐ 3rd

☐ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

CERTIFIED

JUL 21 2003

Felicia A. Moore

COUNCIL PRESIDENT PROTEM

CERTIFIED

JUL 21 2003

DEPUTY MUNICIPAL CLERK

MAYOR'S ACTION

JUL 2 2003

		05-16-05 Council Meeting
ITEMS ADOPTED ON CONSENT	**ITEMS ADOPTED ON CONSENT**	**ITEMS ADVERSED ON CONSENT**
1. 05-O-0655	31. 05-R-0839	50. 04-R-1789
2. 05-O-0656	32. 05-R-0677	51. 05-R-0793
3. 05-O-0657	33. 05-R-0832	52. 05-R-0795
4. 05-O-0658	34. 05-R-0833	53. 05-R-0799
5. 05-O-0659	35. 05-R-0836	54. 05-R-0800
6. 05-O-0762	36. 05-R-0837	55. 05-R-0801
7. 05-O-0778	37. 05-R-0878	56. 05-R-0802
8. 05-O-0781	38. 05-R-0818	57. 05-R-0805
9. 05-O-0871	39. 05-R-0820	58. 05-R-0806
10. 05-O-0874	40. 05-R-0826	59. 05-R-0807
11. 05-O-0669	41. 05-R-0835	60. 05-R-0810
12. 05-O-0684	42. 05-R-0785	61. 05-R-0812
13. 05-O-0685	43. 05-R-0786	62. 05-R-0814
14. 05-O-0850	44. 05-R-0787	
15. 05-O-0702	45. 05-R-0788	
16. 05-O-0703	46. 05-R-0789	
17. 05-O-0704	47. 05-R-0790	
18. 05-O-0845	48. 05-R-0791	
19. 05-R-0822	49. 05-R-0792	
20. 05-R-0823		
21. 05-R-0824		
22. 05-R-0827		
23. 05-R-0828		
24. 05-R-0834		
25. 05-R-0881		
26. 05-R-0821		
27. 05-R-0872		
28. 05-R-0830		
29. 05-R-0875		
30. 05-R-0838		

RCS# 6676
5/16/05
2:05 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PG(S) 3-15

ADOPT

YEAS:	13
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	2
EXCUSED:	0
ABSENT	1

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	B Fauver	Y Martin	Y Norwood
NV Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I

05- 0 -0704
(Do Not Write Above This Line)

AN ORDINANCE

BY TRANSPORTATION COMMITTEE

AN ORDINANCE TO ANTICIPATE AND APPROPRIATE GRANT FUNDS IN THE AMOUNT OF $41,250,000 FROM THE TRANSPORTATION SECURITY ADMINISTRATION FOR FISCAL YEARS 2004 AND 2005 PURSUANT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE TRANSPORATION SECURITY ADMINISTRATION DATED FEBRUARY 17, 2004, WHICH MEMORANDUM OF AGREEMENT WAS AUTHORIZED BY THE CITY COUNCIL BY RESOLUTION 03-R-0384 ON JULY 21, 2003 AND APPROVED BY THE MAYOR ON JULY 29, 2003, TO REIMBURSE THE CITY FOR ALLOWABLE COSTS OF THE AUTOMATED HOLD BAGGAGE SCREENING PROJECT AT THE HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND FOR OTHER PURPOSES.

- ☑ CONSENT REFER AS AMENDED
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred 5-2-2005
Referred To: Transportation
Date Referred
Refferred To:
Date Referred
Referred To:

First Reading
Committee Transportation
Date April 27 2005
Chair Clair Muller
Referred To Transportation

Committee	Committee
Transportation	
Date May 12 2005	Date
Chair Clair Muller	Chair
Action Fav, Adv, Hold (see rev. side)	Action Fav, Adv, Hold (see rev. side)
Other As Amended	Other
Members	Members
C. T. Martin	
Felicia A. Moore	
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side)	Action Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
ADOPTED BY	
MAY 16 2005	
COUNCIL	
Refer To	Refer To

FINAL COUNCIL ACTION
☑ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☑ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

MAY 16 2005

MAYOR'S ACTION

APPROVED

MAYOR