

**A RESOLUTION
BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF GEORGIA'S EMERGENCY MANAGEMENT AGENCY (GEMA), ON BEHALF OF THE DEPARTMENT OF POLICE, REGARDING THE STATE'S USE OF HOMELAND SECURITY GRANT FUNDING ON BEHALF OF THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta Department of Police, hereinafter ("APD"), desires to continue its efforts to protect the citizens of Atlanta from terrorist attack; and

WHEREAS, the United States Department of Homeland Security provides funding through the Homeland Security Grant program to States to assist local jurisdictions in the fight against terrorism; and

WHEREAS, on August 13, 2007, the United States Department of Homeland Security issued grant 2007-GE-T7-0054 to the State of Georgia; and

WHEREAS, the State of Georgia must allocate the grant funding to local jurisdictions; and

WHEREAS, the City Of Atlanta is recipient of an allocation of grant money by the State; and

WHEREAS, the agreement sets forth the terms by which the State of Georgia shall expend Homeland Security Grant Program funding on behalf of Local parties, including the City of Atlanta.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor be and is hereby authorized to enter into an agreement with the State of Georgia's Emergency Management Agency, on behalf of the Department of Police, regarding the State's use of Homeland Security Grant Funding.

**MEMORANDUM OF UNDERSTANDING / AGREEMENT
REGARDING STATE USE OF
HOMELAND SECURITY GRANT FUNDING ON BEHALF OF
CERTAIN LOCAL UNITS OF GOVERNMENT**

AMONG

**STATE OF GEORGIA,
GEORGIA EMERGENCY MANAGEMENT AGENCY (GEMA),**

AND

CERTAIN LOCAL UNITS OF GOVERNMENT, TO-WIT,

**RIVERDALE POLICE DEPARTMENT
FOREST PARK POLICE DEPARTMENT
CLAYTON COUNTY POLICE DEPARTMENT
COBB COUNTY SHERIFF'S OFFICE
COBB COUNTY POLICE DEPARTMENT
DEKALB COUNTY POLICE DEPARTMENT
DEKALB COUNTY SHERIFF'S OFFICE
DOUGLAS COUNTY SHERIFF'S OFFICE
DOUGLASVILLE POLICE DEPARTMENT
FAYETTE COUNTY SHERIFF'S OFFICE
PEACHTREE CITY POLICE DEPARTMENT
FAYETTEVILLE POLICE DEPARTMENT
FULTON COUNTY SHERIFF'S OFFICE
FULTON COUNTY POLICE DEPARTMENT
CITY OF ATLANTA POLICE DEPARTMENT
SANDY SPRINGS POLICE DEPARTMENT
GWINNETT COUNTY SHERIFF'S OFFICE
GWINNETT COUNTY POLICE DEPARTMENT
DULUTH POLICE DEPARTMENT
LAWRENCEVILLE POLICE DEPARTMENT
HENRY COUNTY SHERIFF'S OFFICE
HENRY COUNTY POLICE DEPARTMENT
ROCKDALE COUNTY SHERIFF'S OFFICE**

- 1. PARTIES.** The parties to this Agreement are the State of Georgia, Georgia Emergency Management Agency and the Riverdale Police Department, Forest Park Police Department, Clayton County Police Department, Cobb County Sheriff's Office, Cobb County Police Department, DeKalb County Police Department, DeKalb County Sheriff's Office, Douglas County Sheriff's Office, Douglasville Police Department, Fayette County Sheriff's Office, Peachtree City Police Department, Fayetteville Police Department, Fulton County Sheriff's Office, Fulton County Police Department, City of Atlanta Police Department, Sandy Springs Police Department, Gwinnett County Sheriff's Office, Gwinnett County Police Department,

Duluth Police Department, Lawrenceville Police Department, Henry County Sheriff's Office, Henry County Police Department, and Rockdale County Sheriff's Office, all local units of government located within the State of Georgia (hereinafter referred collectively to as "Local Parties.")

2. **AUTHORITY.** This Agreement is authorized under the provisions of Ga. Const. Art. IX, Sect. III, Para. I.
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which the State of Georgia shall expend Homeland Security Grant Program funding on behalf of the Local Parties. On August 13, 2007, the United States Department of Homeland Security issued grant number 2007-GE-T7-0054 to the State of Georgia. Under this grant, the State of Georgia must allocate grant funding to local units of government. Under this grant, local units of government may authorize the State of Georgia to make purchases on their behalf, provided that the local units of government and the State of Georgia enter into an Agreement on the matter.
4. **RESPONSIBILITIES:** The Local Parties have requested that the State of Georgia retain and expend local share Homeland Security Grant Program funding on their behalf for the local, regional and statewide projects listed in Paragraph 5, Projected Costs in support of the state strategic plan.

Georgia Emergency Management Agency, the State Administrative Agency, on behalf of the State of Georgia, has agreed to allocate, retain and expend local share Homeland Security Grant Program funding, either directly or via Georgia Bureau of Investigation and/or other agencies, contractors or subgrantees, for this project on behalf of the Local Parties, collectively, for local, regional and statewide projects as specified in Paragraph 5, Projected Costs. The State of Georgia shall assign title in all purchases to the Local Parties.

5. **PROJECTED COSTS.** The following is the preliminary and approximate overall cost breakdown of the projects and total costs for which the Local Parties have requested that the State of Georgia retain local funding and use on behalf of the Local Parties, collectively.

Project	Description	Total Local Funding
Wireless Fingerprinting	Fingerprint identification system for use by law enforcement	\$1,284,227.00

6. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Georgia or relevant local units of government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. **EFFECTIVE DATE.** The terms of this agreement will become effective on the ___ day of _____, 2008.

8. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties. However, the Local Parties hereby consent to GEMA modifying this agreement by adding additional parties without the prior written consent of any of the Local Parties.

9. TERMINATION. The terms of this agreement, as modified with the consent of all parties, will remain in effect until the completion of the project identified in Paragraph 5, the expenditure of funding, and the transfer of title to any equipment to the local units of government, unless earlier terminated by any party. Any party, upon sixty (60) days' written notice to the other party, may terminate this agreement.

10. SIGNATURES. By signing this agreement, the signatories represent that they are authorized to sign this agreement on behalf of their jurisdiction and to bind the jurisdiction to all terms of this agreement. This agreement may be signed in counterpart.

AGREED AND APPROVED BY SIGNATORIES:

GEORGIA EMERGENCY
MANAGEMENT AGENCY

_____ Date _____
Charley English, Director

RIVERDALE POLICE
DEPARTMENT

_____ Date _____
Samuel Patterson, Chief of Police

CITY OF FOREST PARK on behalf of
FOREST PARK POLICE DEPARTMENT

_____ Date _____
John Parker, City Manager

CLAYTON COUNTY BOARD OF
COMMISSIONERS on behalf of
CLAYTON COUNTY
POLICE DEPARTMENT

_____ Date _____
Eldrin Bell, Chairman

COBB COUNTY
SHERIFF'S OFFICE

Neil Warren, Sheriff

Date _____

COBB COUNTY BOARD OF
COMMISSIONERS on behalf of
COBB COUNTY POLICE DEPARTMENT

Sam Olens, Chairman

Date _____

DEKALB COUNTY
POLICE DEPARTMENT

Terrell Bolton, Chief of Police

Date _____

DEKALB COUNTY
SHERIFF'S OFFICE

Thomas Brown, Sheriff

Date _____

DOUGLAS COUNTY BOARD OF
COMMISSIONERS on behalf of
DOUGLAS COUNTY SHERIFF'S OFFICE

Tom Worthan, Chairman

Date _____

CITY OF DOUGLASVILLE for
DOUGLASVILLE POLICE
DEPARTMENT

ATTEST:

Mickey Thompson, Mayor
Date _____

Joyce Stone, City Clerk
Date _____

FAYETTE COUNTY
SHERIFF'S OFFICE

Michael Hattaway, Captain

Date _____

PEACHTREE CITY
POLICE DEPARTMENT

H.C. "Skip" Clark, II, Chief of Police

Date _____

FAYETTEVILLE
POLICE DEPARTMENT

Steve Heaton, Chief of Police

Date _____

FULTON COUNTY
SHERIFF'S OFFICE

Myron E. Freeman, Sheriff

Date _____

FULTON COUNTY
POLICE DEPARTMENT

Cassandra A. Jones, Chief of Police

Date _____

CITY OF ATLANTA
POLICE DEPARTMENT

Richard J. Pennington, Chief of Police

Date _____

SANDY SPRINGS
POLICE DEPARTMENT

Gene Wilson, Chief of Police

Date _____

GWINNETT COUNTY
SHERIFF'S OFFICE

R.L. "Butch" Conway, Sheriff

Date _____

GWINNETT COUNTY BOARD OF
COMMISSIONERS on behalf of
GWINNETT COUNTY
POLICE DEPARTMENT

Charles Bannister, Chairman

Date _____

DULUTH POLICE DEPARTMENT

Randy Belcher, Chief of Police

Date _____

LAWRENCEVILLE
POLICE DEPARTMENT

Randy Johnson, Chief of Police

Date _____

HENRY COUNTY SHERIFF'S OFFICE

Donald Chaffin, Chairman

Date _____

HENRY COUNTY
POLICE DEPARTMENT

Russell S. Abernathy, Colonel

Date _____

ROCKDALE COUNTY BOARD OF
COMMISSIONERS on behalf of
ROCKDALE COUNTY
SHERIFF'S OFFICE

Roy Middlebrooks, Chairman

Date _____

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Investigator Kurt Braunsroth

Contact Number: (404) 853-4266

Originating Department: Department of Police

Committee(s) of Purview: Public Safety and Legal Administration

Council Deadline: 19 September 2008

Anticipated Committee Meeting Date(s): 30 September and 1 October 2008

Anticipated Full Council Date: 6 October 2008

Commissioner Signature: D/C A.J. Turner

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF GEORGIA'S EMERGENCY MANAGEMENT AGENCY (GEMA), ON BEHALF OF THE DEPARTMENT OF POLICE, REGARDING THE STATE'S USE OF HOMELAND SECURITY GRANT FUNDING ON BEHALF OF THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any)

Mayor's Staff Only [Signature] 9/17/08

Received by CPO: _____ (date) Received by LC from CPO: _____ (date)

Received by Mayor's Office: 8/17/08 AMC (date) Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)