11-R-1419

First Reading

Committee
Date
Chair
Referred To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☐ Consent ☐ V Vote ☑ RC V

A RESOLUTION BY COUNCILMEMBER IVORY LEE YOUNG, JR.:

AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT ("EXHIBITA") WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION ("DEA"), THAT GOVERNS THE PARTICIPATION OF THE ATLANTA POLICE DEPARTMENT ("DEPARTMENT") IN THE DEA ATLANTA GROUP TWO TASK FORCE ("GROUP TWO"), FOR THE PURPOSE OF DISRUPTING ILLICIT DRUG TRAFFIC IN THE ATLANTA METROPOLITAN AREA; AND FOR OTHER PURPOSES.

ADOPTED BY
SEP 19 2011
COUNCIL

☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1ST ADOPT 2ND READ &REFER
☐ PERSONAL PAPER REFER

Date Referred:
Referred To:
Date Referred:
Referred To:
Date Referred:
Referred To:

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

CERTIFIED
SEP 19 2011
ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED
SEP 19 2011
Rhonda Dauphin Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
SEP 28 2011
WITHOUT SIGNATURE
BY OPERATION OF LAW

CITY COUNCIL
ATLANTA, GEORGIA

11- R -1419

A RESOLUTION BY: COUNCIL MEMBER IVORY YOUNG
~~PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE~~

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT ("EXHIBIT A") WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION ("DEA"), THAT GOVERNS THE PARTICIPATION OF THE ATLANTA POLICE DEPARTMENT ("DEPARTMENT") IN THE DEA ATLANTA GROUP TWO TASK FORCE ("GROUP TWO"), FOR THE PURPOSE OF DISRUPTING ILLICIT DRUG TRAFFIC IN THE ATLANTA METROPOLITAN AREA; AND FOR OTHER PURPOSES.

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists in the Atlanta, Georgia area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Atlanta and the surrounding counties; and

WHEREAS, the United States Department of Justice, Drug Enforcement Administration ("DEA") has formed the Atlanta Group Two Task Force ("Group Two") to disrupt the illicit drug traffic through investigation and prosecution; and

WHEREAS, the Department wishes to enter into the Agreement (see attached "Exhibit A") which specifies the terms and conditions for the Department's participation in Group Two; and

WHEREAS, the conditions of the agreement include, but are not limited to, assigning two experienced sworn police officers from the Department to work in the task force for a period of not less than two (2) years; and

WHEREAS, the conditions of the agreement state the DEA provides necessary funds and equipment to support Group Two's activities, to include, but not be limited to, reimbursing the Department for overtime work for Group Two activities by the two assigned officers, up to a maximum of seventeen thousand, two hundred two dollars and twenty-five cents ($17,202.25) per officer per year; and

WHEREAS, the term of the agreement begins upon it being signed by the Mayor and attested to by the municipal clerk, and delivered to the DEA, and ends on September 30, 2012.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES that the Mayor be and is hereby authorized, on behalf of the City of Atlanta ("City"), to enter into an Agreement ("Exhibit A") with the United States Department of Justice, Drug Enforcement Administration ("DEA"), that specifies the terms and conditions for the Atlanta Police Department's ("Department") participation in the Atlanta Group Two Task Force ("Group Two"), for the purpose of disrupting illicit drug traffic in the Atlanta Metropolitan area.

BE IT FURTHER RESOLVED, that pursuant to the agreement the City agrees to assign two experienced sworn police officers from the Department to work in the Group Two task force.

BE IT FURTHER RESOLVED, the conditions of the agreement state the DEA provides the necessary funds and equipment to support Group Two's activities, to include, but not be limited to, reimbursing the Department for overtime work for Group Two activities by the two assigned officers, up to a maximum of seventeen thousand, two hundred two dollars and twenty-five cents ($17,202.25) per officer per year.

BE IT FINALLY RESOLVED, that the term of the agreement begins upon it being signed by the Mayor signed by the Mayor and attested to by the municipal clerk, and delivered to the DEA, and ends on September 30, 2012.

A true copy,

Rhonda Dauphin Johnson

Municipal Clerk

ADOPTED by the Atlanta City Council **Sept. 19, 2011**
APPROVED as per City Charter Section 2-403 **Sept. 28, 2011**

Attachment "A"

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Drug Enforcement Administration

75 Spring Street, SW, Room 800

Atlanta, Georgia 30303

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Atlanta Police Department
226 Peachtree Street, NW, 5th Floor
Atlanta, Georgia 30303

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Drug Enforcement Administration Task Force Agreement

4. Typed Name and Title of Authorized Representative

George N. Turner, Chief of Police

5. Signature

6. Date

ATLANTA POLICE DEPARTMENT
STATE AND LOCAL TASK FORCE AGREEMENT
ATLANTA TASK FORCE GROUP TWO

This agreement is made this 30th day of September, 2011, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Atlanta Police Department (hereinafter "APD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Atlanta, Georgia area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Atlanta and surrounding counties, the parties hereto agree to the following:

1. The Atlanta Group Two Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Atlanta metropolitan area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Georgia.

2. To accomplish the objectives of the Atlanta Group Two Task Force, the APD agrees to detail two (2) experienced officers to the Atlanta Group Two Task Force for a period of not less than two (2) years. During this period of assignment, the APD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The APD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The APD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA, pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Atlanta Group Two Task Force, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and APD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Atlanta Group Two Task Force, the APD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the APD for overtime payments made by it to the APD officers assigned to the Atlanta Group Two Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,202.25), per officer.

7. In no event will the APD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The APD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The APD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The APD shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The APD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The APD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The APD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the APD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the APD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date specified in the opening paragraph until September 30, 2012. This agreement may be terminated by either party on thirty days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by APD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

John S. Comer
Acting Special Agent-in-Charge
DEA Atlanta Field Division

For the Atlanta Police Department:

_____ Date: ____ / /____

George N. Turner
Chief of Police

Attachment:

OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

RCS# 1441
9/19/11
5:34 PM

Atlanta City Council

REGULAR SESSION

PERSONAL

ENTER AN AGREEMENT W/US DOJ AND DEA
DISRUPTING ILLICIT DRUG TRAFFIC IN ATL
ADOPT/YOUNG

YEAS:	9
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	6
EXCUSED:	1
ABSENT	0

Y Smith	E Archibong	Y Moore	Y Bond
Y Hall	Y Wan	NV Martin	Y Watson
Y Young	NV Shook	NV Bottoms	NV Willis
NV Winslow	Y Adrean	Y Sheperd	NV Mitchell

PERSONAL