

12-R-0587

(Do Not Write Above This Line)

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF GEORGIA TO PERMIT THE GEORGIA EMERGENCY MANAGEMENT AGENCY TO EXPEND HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA POLICE DEPARTMENT FOR EQUIPMENT TO ENHANCE POLICE RESPONSE CAPABILITIES TO ATTACKS BY CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, AND ENHANCED CONVENTIONAL WEAPONS, PURSUANT TO THE URBAN AREAS SECURITY INITIATIVE, AND FOR OTHER PURPOSES.

ADOPTED BY  
MAY 07 2012

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

Date Referred: \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Date Referred: \_\_\_\_\_  
 Referred To: \_\_\_\_\_

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

First Reading

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

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

5/11/12  
 Chair  
 Action  
 Fav, Adv, Hold (see rev. side)  
 Other

Members

Members

Refer To

Refer To

Committee

Committee

Date

Date

Chair

Chair

Action

Action

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

Fav, Adv, Hold (see rev. side)

Members

Members

Date Referred: \_\_\_\_\_

Referred To: \_\_\_\_\_

Date Referred: \_\_\_\_\_

Referred To: \_\_\_\_\_

- FINAL COUNCIL ACTION Readings
- 2<sup>nd</sup>
  - 1<sup>st</sup> & 2<sup>nd</sup>
  - 3<sup>rd</sup>
  - Consent
  - V Vote
  - RC Vote

CERTIFIED

CERTIFIED  
 MAY 07 2012  
 ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED  
 MAY 7 2012  
 Municipal Clerk

MAYOR'S ACTION APPROVED

MAY 16 2012

WITHOUT SIGNATURE BY OPERATION OF LAW



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

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF GEORGIA TO PERMIT THE GEORGIA EMERGENCY MANAGEMENT AGENCY TO EXPEND HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA POLICE DEPARTMENT FOR EQUIPMENT TO ENHANCE POLICE RESPONSE CAPABILITIES TO ATTACKS BY CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, AND ENHANCED CONVENTIONAL WEAPONS, PURSUANT TO THE URBAN AREAS SECURITY INITIATIVE; AND FOR OTHER PURPOSES.**

**WHEREAS**, between fiscal years 2008 and 2010, the United States Department of Homeland Security (“DHS”) issued grants numbered 2008-GE-T8-0017, 2009-SS-T9-0047, 2010-SS-T0-0034 (“Grants”) to the State of Georgia; and

**WHEREAS**, the Grant is related to the Urban Areas Security Initiative (“UASI”), which was established to address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

**WHEREAS**, the City of Atlanta, Georgia (“City”), has requested that the State of Georgia retain and expend local share funding from the Grant on behalf of the Atlanta Police Department (“APD”) for equipment capable of responding to terrorist attacks; and

**WHEREAS**, the Georgia Emergency Management Agency (“GEMA”), on behalf of the State of Georgia, has agreed to expend Grant funding in the approximate amount of one hundred sixty-eight thousand, two hundred forty-nine dollars (\$168,249); and

**WHEREAS**, the City is authorized to execute a Memorandum of Understanding with GEMA under the provisions of Ga. Const. Art. IX, Sec. III, Para. I.

**NOW, THEREFORE BE IT RESOLVED BY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:**

**BE IT RESOLVED**, that the Mayor or his designee be and is hereby authorized to enter into a Memorandum of Understanding with the State of Georgia to permit GEMA to expend Grant funding on behalf of the Atlanta Police Department pursuant to the UASI.

**BE IT FINALLY RESOLVED**, that the Memorandum of Understanding will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to the State of Georgia.

A true copy,

  
Municipal Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

May 07, 2012  
May 16, 2012



**Memorandum of Understanding  
between  
Metro Atlanta UASI  
and  
City of Atlanta**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Metro Atlanta UASI, an entity formed for the purposes described hereinbelow with a principal place of business located at 40 Courtland St., NE, Atlanta, Georgia 30303, hereinafter referred to as "UASI" and the City of Atlanta, a political subdivision or agency of the state of Georgia (the "Recipient") with a principal place of business located at 55 Trinity Avenue, SW, Second Floor West, Atlanta, GA 30335.

**WITNESSETH:**

**WHEREAS**, UASI is the urban area security initiative agency for the metropolitan Atlanta area as established by the United States Department of Homeland Security ("DHS") and Georgia Emergency Management Agency (GEMA); and

**WHEREAS**, the current members of UASI include the City of Atlanta and Clayton, Cobb, DeKalb, Fulton and Gwinnett Counties; and

**WHEREAS**, UASI was organized to implement programs designed to prevent, protect, respond and recover from threats of or acts of terrorism; and

**WHEREAS**, since 2002, DHS has developed numerous programs and grants in furtherance of the foregoing purpose; and

**WHEREAS**, UASI has been the recipient of substantial grant funds from DHS; and

**WHEREAS**, UASI has received grant funding from the Fiscal Year 2008-2011 Homeland Security Grant Programs ("HSGP") administered by DHS to the Georgia Emergency Management Agency ("GEMA") on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

**WHEREAS**, GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program, and GEMA, as Grantee, has awarded a portion of the grant funds to UASI by and through the Grantee-Subgrantee Agreement (Exhibit E) between GEMA and the Atlanta Regional Commission (the "Grant Contract") in accordance with the HSGP, Urban Area Security Initiative; and

**WHEREAS**, \$168,249.00 from the grant funds have been allocated to UASI to fund the projects described hereinafter for use by, or for the benefit of, the Recipient.

**NOW, THEREFORE**, for and in consideration of the premises, the parties, intending to be legally bound, do hereby agree as follows:



1. **Exhibits.** The following exhibits are attached or attainable via the internet and made a part of this Agreement, and the parties agree to be bound by the applicable provisions of same:

Exhibit A. United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:  
[http://www.dhs.gov/xlibrary/assets/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf).

Exhibit B.

- United States Department of Homeland Security (DHS), Fiscal Year 2008 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:  
[http://www.fema.gov/pdf/government/grant/hsgp/fy08\\_hsgp\\_ij\\_referguide.pdf](http://www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_ij_referguide.pdf)
- United States Department of Homeland Security (DHS), Fiscal Year 2009 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:  
[http://www.fema.gov/pdf/government/grant/hsgp/fy09\\_hsgp\\_guidance.pdf](http://www.fema.gov/pdf/government/grant/hsgp/fy09_hsgp_guidance.pdf)
- United States Department of Homeland Security (DHS), Fiscal Year 2010 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:  
[http://www.fema.gov/pdf/government/grant/2010/fy10\\_hsgp\\_kit.pdf](http://www.fema.gov/pdf/government/grant/2010/fy10_hsgp_kit.pdf)
- United States Department of Homeland Security (DHS), Fiscal Year 2011 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:  
[http://www.fema.gov/pdf/government/grant/2011/fy11\\_hsgp\\_kit.pdf](http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf)

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost.

Exhibit E.

- 2008 Grantee-Subgrantee Agreement by and between GEMA and Atlanta Regional Commission dated March 19, 2010 (a copy of which is available for inspection at UASI's office).
- 2009 Grantee-Subgrantee Agreement by and between GEMA and Atlanta Regional Commission dated December 7, 2011 (a copy of which is available for inspection at UASI's office).



- 2010 Grantee-Subgrantee Agreement by and between GEMA and Atlanta Regional Commission dated December 7, 2011 (a copy of which is available for inspection at UASI's office).
- 2011 Grantee-Subgrantee Agreement by and between GEMA and Atlanta Regional Commission dated \_\_\_\_\_ (a copy of which is available for inspection at UASI's office).

Exhibit F. Standard Assurances Standard Form 4248 (Non-Construction) or Standard Form 424 U (*Construction*), as applicable.

Exhibit G. Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6 (a copy of which is available for inspection at UASI's office).

2. **Project Scope.** The project (the "Project") which is the subject matter of this Agreement is described in Exhibit D, attached hereto and made a part hereof. The Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of UASI. Recipient shall be responsible for the use and maintenance of any equipment or tangible goods received by it in connection with the Project. Recipient further acknowledges that the funding provided hereunder is intended to provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the Atlanta metropolitan area. Should Recipient become incapable of utilizing any goods or equipment provided hereunder, then Recipient agree to make same available to another local jurisdiction at UASI's direction. Recipient's failure to either utilize any goods or equipment provided hereunder, or to make same available to another local jurisdiction, may result in a loss of funding and/or equipment to Recipient. Recipient shall be solely responsible for all goods and equipment obtained hereunder, including, where applicable, maintenance, replacement, training and insurance.
3. **Cost.** All costs associated with the Project shall be paid by UASI in accordance with the terms and conditions set forth in Exhibit D, attached hereto and made a part hereof. Recipient acknowledges that the cost of the Project as shown in Exhibit D is an approximation of the total cost of the Project but does not necessarily reflect the final actual cost of same. At the conclusion of the Project, UASI shall provide Recipient with an appropriate document which accurately reflects the actual retail value of all equipment and/or services provided to Recipient associated with the Project.
4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements, Audits, Financial Regulations and Guides, National Initiatives, and Special Conditions.



5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor's or subcontractor's new employee's work eligibility through a federal work authorization program. Further, the parties agree to comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.
6. **Procedures for Handling Critical Infrastructure Information ("PHCII").** Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information ("CII") that enjoys protection under the Critical Infrastructure Information Act of 2002 ("CII Act"). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information ("PHCII") (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information ("PCII") are responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any "PCII" markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement."
7. **Nondisclosure of Confidential Information.** In the furtherance of this Agreement, it may be necessary or desirable for UASI to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and UASI wishes to prohibit the unauthorized use and disclosure of same by the Recipient. For the purpose of this Agreement, "Confidential Information" shall mean all information received by Recipient from UASI, unless otherwise explicitly marked or designated. Failure to mark Confidential Information as "Confidential" shall not be deemed to operate as a waiver of any rights hereunder. Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of UASI and that UASI has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by UASI as a result of this Agreement or as a result of any disclosure of Confidential Information. Information initially furnished verbally or visually and identified beforehand as confidential at the time of disclosure shall be reduced to writing and confirmed as Confidential Information in a written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period, the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve Recipient of all obligations of protection with respect to said disclosed information thereafter.



Recipient shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, Recipient shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Recipient further agrees that it will not (i) use any Confidential Information received except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know", or (iii) make unnecessary copies of same. Upon discovery of an unauthorized, inadvertent, or accidental disclosure, Recipient shall promptly notify UASI of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures.

The restrictions herein shall not apply with respect to Confidential Information which:

Is or becomes known to the general public without breach of this Agreement; or

Was previously known to the Recipient or was possessed by it without restriction prior to any disclosure hereunder; or

Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or

Is disclosed pursuant to judicial action (including an order of a court of competent jurisdiction), the requirements of O.C.G.A. §50-18-70 et seq., or government regulations.

Recipient shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

8. **Notice.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the other party at the following address or such other address as may be given in writing to the other party:

a. UASI:

Julia Janka, PMP, Administrator  
Metro Atlanta UASI, Inc.  
40 Courtland Street, NE  
Atlanta, GA 30303  
404-734-4296



Julia.janka@atlantauasi.com

b. Recipient

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices are effective upon receipt by a party.

9. **Termination:**

a. **Cause/Default:** Should either party to this Agreement substantially violate or default on any material term or provision of this Agreement, the non-defaulting party shall, in addition to any other legal or equitable remedies provided by law, have the right to terminate this Agreement after first providing the defaulting party with written notice, which shall specify the alleged violation or default with reasonable particularity, and which shall initiate a thirty-day time period for an opportunity to cure such violation(s) or default. If the defaulting party reasonably believes more than thirty days is needed to effectuate a cure of the violation or default, then the defaulting party may upon receipt of the notice of violation or default request additional time to cure, and if such request is granted by the non-defaulting party (which request shall not be unreasonably withheld), then the defaulting party immediately shall commence and continue correction of such violation or default with diligence and promptness. If after the appropriate period of time the defaulting party is unwilling or unable to cure its default, then the non-defaulting party shall have the right to terminate this Agreement effective immediately. Upon termination of this Agreement, neither party shall incur any new obligations after the effective date of the termination and shall cancel all outstanding obligations as soon as possible.

b. **Convenience:** This Agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.

c. **Non-Availability of Funding:** Notwithstanding any other provision of this Agreement, in the event that the source of funding for reimbursement under this Agreement (appropriations from the Congress of the United States of America) no longer exists or in the event the sum of all obligations of UASI incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate without further obligation of UASI as of that moment. The certification by the Director of GEMA of the occurrence of such event shall be conclusive.

10. **Amendment:** This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.



11. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements, and obligations contained herein.
12. **Legal Responsibility.** Each party to this Agreement will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this Agreement.
13. **Disputes.** Any claim, controversy or dispute which cannot be resolved by the parties, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction. Each party agrees in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.
14. **No Third Party Beneficiary.** Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Mutual Negotiations.** The parties hereto have negotiated this Agreement with assistance of legal counsel and, therefore, its terms shall be enforced equally between the parties and there shall be no construction more favorable to either party.
16. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.
17. **Entire Agreement.** The parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all Exhibits and Attachments, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.
18. **Effective Date.** The parties acknowledge that if each has received benefit from the other during any period in which no active agreement existed, then all actions and payments made during any such period are hereby ratified by both parties.
19. **Time of the Essence.** Recipient acknowledges that time is of the essence for its obligations under this Agreement.
20. **Severability.** Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.



21. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia.
22. **Force Majeure**. If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
23. **Paragraph Headings**. The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.
24. **Counterparts**. This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
25. **Authority to Execute This Agreement**. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

*Metro Atlanta UAS, Inc. Signature Page*

Metro Atlanta UASI, Inc.

By: *Julia M. Janka*

Title: Julia M. Janka, UASI Program Administrator

Date: *3/6/2012*

Approved as to Legal Form:

Smith, Bassett, Purcell & Koenig

By: *Harvey M. Koenig*  
Harvey M. Koenig, Partner

By: \_\_\_\_\_  
Title: Chair, Senior Policy Group

Date: \_\_\_\_\_



*MOU Recipient Signature Page*

\_\_\_\_\_  
City of Atlanta, Recipient  
MAYOR

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

ATTEST

ATTEST

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Corporate Secretary

Recommended:

(Affix Corporate Seal Here)

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Chief Procurement Officer

Approved as to Form:

\_\_\_\_\_  
City Attorney



## Exhibit C

### NIMS Compliance Form

**This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.**

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: [www.fema.gov/nims](http://www.fema.gov/nims)

- |   |   |
|---|---|
| <input type="checkbox"/> Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.   | <input type="checkbox"/> Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).   |
| <input type="checkbox"/> Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.                        | <input type="checkbox"/> Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.  |
| <input type="checkbox"/> Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.   | <input type="checkbox"/> Complete IS-700 NIMS: An Introduction  |
| <input type="checkbox"/> Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)  | <input type="checkbox"/> Complete IS-800 NRP: An Introduction   |
| <input type="checkbox"/> Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.  | <input type="checkbox"/> Complete ICS 100 and ICS 200 Training  |
| <input type="checkbox"/> Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions. | <input type="checkbox"/> Complete ICS 300 Training  |
|   | <input type="checkbox"/> Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.  |
|   | <input type="checkbox"/> Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.   |
|   | <input type="checkbox"/> Incorporate corrective actions into preparedness and response plans and procedures.  |
|   | <input type="checkbox"/> Inventory community response assets to conform to homeland security resource typing standards.   |
|   | <input type="checkbox"/> To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs. |
|   | <input type="checkbox"/> Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.  |
|   | <input type="checkbox"/> Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division.  |

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Agency: \_\_\_\_\_



## Exhibit D

### Approved Detailed Project Description/Cost

#### Law Enforcement Operations (LEOPs)

There are five Law Enforcement Operations Projects associated with the defined specialty teams as identified within the LEOPs committee. The focused specialty teams are Explosive Ordinance Disposal (EOD), Aviation, SWAT, and Mobile Field Force (MFF)/Tactical Response Teams (TRT). This equipment award will provide resources for these specialty teams. Within each project, there are five elements for each project/initiative:

1. Initiation-the completion of the initial investment justification application and subsequent approval by the Change Control Board and/or Senior Policy Group (as applicable) and DHS. This step is completed.
2. Planning-the development of specification and project requirements. The identification of the actual equipment that will be awarded and distributed to the members and the establishment of any professional services contracts that may be required to execute this project. This step is completed.
3. Execution-the actual commencement of the project and implementation of project related activity
4. Monitoring and Control-the validation that the project has been executed as planned per contract and program requirements. Commencement of any auditable actions that verify equipment received, training completed or execution of any exercises that demonstrate improved capability
5. Project Close-out-this confirms all project work is complete, the financial obligations are satisfied and any resources/plans have been institutionalized by the receiving party.

This is multi-year grant program with 2 projects.

#### Project 1-Decontamination Trailer

Scope-to standardize on regional decontamination equipment to protect responders and save citizen lives. These trailers are designed to complement the two existing trailers in existences at DeKalb and Gwinnett Counties. This effort will be accomplished with the award and distribution of four standardized decontamination trailers with cache supplies with an approximate retail value of \$300,000 and will be distributed to the following jurisdictions:

- A. City of Atlanta Fire Rescue-Grant Year 2008 trailer and cache supplies-\$300,000.00
- B. Fulton County Fire Rescue-Grant Year 2008 trailer and cache supplies-\$300,000.00
- C. Clayton County Fire Rescue-Grant Year 2010 trailer and cache supplies-\$300,000.00
- D. Cobb County Fire Rescue-Grant Year 2011 trailer and cache supplies-\$300,000.00
- E. DeKalb County Fire Rescue-Grant Year 2010 cache supplies \$40,000.00
- F. Gwinnett County Fire Rescue- Grant Year 2010 cache supplies \$40,000.00

Total value of Decontamination Trailer project is \$1,280,000.00.



Project 2- Detection Equipment-Grant Year 2010

Scope-The initial assessment of the specialty teams indicated that most had some detection capabilities but were extremely limited and was of older technology. These capabilities varied greatly from the equipment that was being deployed, its dependability, and its capability. Member agencies include fire and law enforcement agencies in the City of Atlanta, and Clayton, Cobb, DeKalb, Fulton and Gwinnett Counties. Planning, training and response efforts of these agencies are also supported by state and federal emergency management and radiological response organizations. Equipment awards are based on self-reporting and needs identified by the participating agencies.

- A. City of Atlanta-approximate value \$322,614
  - a. Police-\$168,249
  - b. Fire Rescue-\$154,365
- B. DeKalb County- approximate value \$208,814
  - a. Police -\$54,449
  - b. Fire Rescue-\$154,365
- C. Fulton County- approximate value \$207,060
  - a. Police-\$52,695
  - b. Fire Rescue-\$154,365
- D. Cobb County- approximate value \$322,614
  - a. Police-\$168,249
  - b. Fire Rescue-154,365
- E. Clayton County- approximate value \$322,614
  - a. Police-\$168,249
  - b. Fire Rescue-\$154,365
- F. Gwinnett County- approximate value \$322,614
  - a. Police-\$168,249
  - b. Fire Rescue-\$154,365

Total value of detection equipment project is approximately \$1,706,330.00

These projects are a continuation of the CBRNE initiative and will address gaps in capabilities, and train departmental staff in equipment use, maintenance and certification of the detection equipment. This is an on-going project.

These two initiatives Decontamination Trailers and Cache with the detection equipment have an approximate value of \$2,986,330.



		05-07-12
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 12-O-0392	38. 12-R-0596	66. 12-R-0533
2. 12-O-0495	39. 12-R-0598	67. 12-R-0534
3. 12-O-0500	40. 12-R-0599	68. 12-R-0535
4. 12-O-0410	41. 12-R-0601	69. 12-R-0536
5. 12-O-0411	42. 12-R-0602	70. 12-R-0537
6. 12-O-0487	43. 21-R-0603	71. 12-R-0538
7. 12-O-0490	44. 12-R-0511	72. 12-R-0539
8. 12-O-0499	45. 12-R-0512	73. 12-R-0540
9. 12-O-0408	46. 12-R-0513	74. 12-R-0541
10. 12-O-0409	47. 12-R-0514	75. 12-R-0542
11. 12-O-0412	48. 12-R-0515	76. 12-R-0543
12. 12-O-0482	49. 12-R-0516	77. 12-R-0544
13. 12-O-0502	50. 12-R-0517	78. 12-R-0545
14. 12-R-0572	51. 12-R-0518	79. 12-R-0546
15. 12-R-0573	52. 12-R-0519	80. 12-R-0547
16. 12-R-0574	<b>Items Adversed On</b>	81. 12-R-0548
17. 12-R-0576	<b>Consent</b>	82. 12-R-0549
19. 12-R-0577	53. 12-R-0520	83. 12-R-0550
20. 12-R-0580	54. 12-R-0521	84. 12-R-0551
21. 12-R-0604	55. 12-R-0522	85. 12-R-0552
22. 12-R-0221	56. 12-R-0523	86. 12-R-0553
23. 12-R-0564	57. 12-R-0524	87. 12-R-0554
24. 12-R-0451	58. 12-R-0525	88. 12-R-0555
25. 12-R-0508	59. 12-R-0526	89. 12-R-0556
26. 12-R-0492	60. 12-R-0527	90. 12-R-0557
27. 12-R-0618	61. 12-R-0528	
28. 12-R-0586	62. 12-R-0529	
29. 12-R-0587	63. 12-R-0530	
30. 12-R-0588	64. 12-R-0531	
31. 12-R-0589	65. 12-R-0532	
32. 12-R-0590		
33. 12-R-0605		
34. 12-R-0606		
35. 12-R-0607		
36. 12-R-0593		
37. 12-R-0594		