

13- R -0202

(Do Not Write Above This Line)

First Reading

Committee PUBLIC SAFETY & LEGAL ADMIN. COMMITTEE
Date February 12, 2013
Chair Michael J. Bond
Referred To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

A RESOLUTION BY

THE PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE METRO ATLANTA URBAN AREAS SECURITY INITIATIVE TO EXPEND THREE HUNDRED FIFTY SIX THOUSAND, AND TEN DOLLARS (\$356,010.00) OF HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA FIRE RESCUE DEPARTMENT FOR EQUIPMENT TO ENHANCE FIRE RESCUE RESPONSE CAPABILITIES TO TERRORIST ATTACKS, PURSUANT TO THE URBAN AREAS SECURITY INITIATIVE; AND FOR OTHER PURPOSES.

Committee

PSLA

Date

2/12/13

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

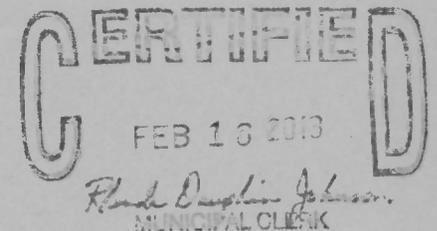
Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To



- 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

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

ADOPTED BY

FEB 18 2013

COUNCIL

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

MAYOR'S ACTION

APPROVED

FEB 25 2013

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 METRO ATLANTA URBAN AREAS SECURITY INITIATIVE TO EXPEND THREE HUNDRED FIFTY SIX THOUSAND, AND TEN DOLLARS (\$356,010.00) OF HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA FIRE RESCUE DEPARTMENT FOR EQUIPMENT TO ENHANCE FIRE RESCUE RESPONSE CAPABILITIES TO TERRORIST ATTACKS, PURSUANT TO THE URBAN AREAS SECURITY INITIATIVE; AND FOR OTHER PURPOSES.

WHEREAS, the Metro Atlanta Urban Areas Security Initiative ("Atlanta 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 the Georgia Emergency Management Agency ("GEMA"), to implement programs designed to prevent, protect, respond to, and recover from threats of or acts of terrorism; and

WHEREAS, the City of Atlanta is a member of Atlanta UASI; and

WHEREAS, Atlanta UASI received grant funding from the FY 2008 and FY 2010 Homeland Security Grant Programs ("grant") administered by DHS to GEMA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

WHEREAS, the City of Atlanta, Georgia ("City"), has requested that Atlanta UASI retain and expend local share funding from the Grant on behalf of the Atlanta Fire Rescue Department ("AFRD") for equipment capable of responding to terrorist attacks; and

WHEREAS, Atlanta UASI has agreed to expend grant funding in the amount of three hundred fifty six thousand, and ten dollars (\$356,010.00); and

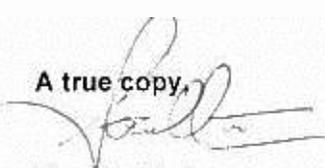
WHEREAS, the City is authorized to execute a Memorandum of Understanding with GEMA under the provisions of Ga. Const. Art. IX, Sec. III, Para. I.

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 Atlanta UASI to permit Atlanta UASI to expend three hundred fifty six thousand, and ten dollars (\$356,010.00) of grant funding on behalf of the Atlanta Fire Rescue Department.

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,


Deputy Clerk

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

FEB 18, 2013
FEB 27, 2013



**Memorandum of Understanding
between
Metro Atlanta UASI, Inc.
and
Atlanta Fire Rescue Department**

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20__ by and between the Metro Atlanta UASI, Inc. 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 226 Peachtree Street, SW, Atlanta, Ga 30303.

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 Years 2008, 2009, 2010 and 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, \$356,010.00 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.

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_guidance.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

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

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

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 April 12, 2012 (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).

Exhibit H. Bus Specifications

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., as amended, 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

Fire Chief Kelvin Cochran
City of Atlanta Fire Rescue Department
226 Peachtree St, SW
Atlanta, GA 30303
404-546-7130
KJCochran@atlantaga.gov

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.

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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 UASI, Inc.

Metro Atlanta UASI, Inc.

By: *Julia M. Janka*

Title: Julia M. Janka, UASI Program Administrator

Date: 12/21/12

By: _____

Title: Chair, Senior Policy Group

Date: _____

Note: Senior Policy Group Chair will sign upon receipt of signed document from receiving jurisdiction.

Approved as to Legal Form:

Smith, Bassett, Purcell & Koenig

By: *Harvey M. Koenig*

Harvey M. Koenig, Partner



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

- 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.
- 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.
- 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.
- Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- 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.
- Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).
- Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.
 - Complete IS-700 NIMS: An Introduction
 - Complete IS-800 NRP: An Introduction
 - Complete ICS 100 and ICS 200 Training
 - Complete ICS 300 Training
- Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness and response plans and procedures.
- Inventory community response assets to conform to homeland security resource typing standards.
- 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.
- Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.
- 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

Mobile Ambulance Bus

The Mobile Ambulance Bus Project provides mass evacuation of non-ambulatory persons, efficient, effective and affordable. Each bus can transport 12 passengers and can be strategically placed during a disaster. The project provides for one bus inside the I285 perimeter and a second bus outside the perimeter. This separation of resources enables an effective and readily accessible plan for responding to a disaster. This award is for the bus located inside the perimeter/I285.

There are five critical elements for the successful completion of this 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.

Grant Years 2008 and 2010 funds will be used to fund these two buses. They will be awarded to the Atlanta Fire Rescue Department and Gwinnett Fire & Emergency Services Department. The award described herein is for Atlanta Fire Rescue Department.

The total value of each bus is \$356,010.00. The detailed equipment specifications for the bus are in Exhibit H.



Exhibit H

Metro Atlanta Urban Area Security Initiative

Bid Request

Medical Ambulance/Evacuation/Mass Casualty Bus

Specifications

The Metro Atlanta Urban Area Security Initiative will receive bids for two Medical Ambulance/Evacuation/Mass Casualty Buses with the following specifications:

BASIC VEHICLE DIMENSIONS

Width: Interior	90"
Exterior	96"
Height: Interior	78"
Exterior	11' 8"
Length: Exterior	41' 4"
Wheelbase:	193" approximate

CHASSIS SPECIFICATIONS

Chassis Type:	2013 or newer Freightliner chassis with diesel engine.
Air Cleaner:	Shall be heavy-duty replaceable type
Air Conditioning – Dash	Chassis shall be equipped with OEM dash air conditioning
Alternator:	Shall be 12 volt/320
Axles:	Front: 10,000 lb - Rear: Heavy Duty. 23,000 lbs. Gear Ratio shall allow vehicle to maintain a road speed of up to 75 MPH. GVWR of the Front and Rear axles shall large enough to properly handle the weight requirements of a 12 stretchered passenger Medical Ambulance/Evacuation Bus application.
Batteries:	CHASSIS: Two (2) GRP 31 minimum of 760 cold cranking amps per battery at 0 degree. GENERATOR: One (1) GRP 31 minimum of 760 cold cranking amps at 0 degrees.



A master battery cut-off switch shall be provided within easy reach of the Driver.

- Brakes:** System designed to meet all requirements of FMVSS-121 in effect at time of manufacture.
16 1/2" x 5" CAM Front Brakes
16 1/2:" x 7" Rear Brakes
- Bumper Front:** OEM chrome bumper front and chrome grill.
- Bumper Rear** 10" Extended Height Rear Bumper, 1/4" Steel plate with 10" rear extension. Ramp cradle assembly shall be mounted to the rear bumper.
- Drive Line:** Heavy-duty with safety guard to prevent shaft from whipping through the floor or dropping to the ground in the event of failure.
- Engine:** Cummins ISB 260 hp with 620 lb-ft torque at 2600 RPM. Certified to meet 2010 US EPA Emissions. Engine block heater shall be provided on chassis.
- Fuel Tank:** 60 gallon capacity minimum, meeting all requirements of FMVSS-301. The bus floor shall include an access plate for servicing the sending unit of the fuel tank. An outside fuel filler door will be provided. Fuel tank is protected with a heavy duty cage
- Rustproofing:** All chassis framing, fasteners, and suspension system are to be painted with a rust inhibiting paint after assembly and before body mounting.
- Shock Absorbers:** Heavy duty direct acting double action piston type 2 front and 2 rear.
- Springs/Suspension:** **Front:** Heavy-duty taper leaf type (parabolic leaf).
Rear: Heavy-duty Air-Ride suspension shall be provided.
- Steering:** Integral full power Ross TAS-65 20.42:1 ratio with tilt and telescoping 18" 2 spoke padded steering wheel.
- Tires:** Single front and dual rear. Michelin Highway Tread. 225
- Transmission:** Allison 3000 Transmission.
- Wheels:** Aluminum wheels.
- Wiring:** Color coded and numbered. Wiring harness enclosed in protective convoluted conduit. Wiring shall be protected by a manual resetting circuit breaker.

BODY SPECIFICATIONS:

- Air Horn:** Bumper recess mounted.



Backing Alarm:	A backing alarm shall be provided that sounds whenever the vehicle is in reverse
Backing Camera:	Backing camera has a 6" color LCD monitor with sound.
Color:	Solid color exterior paint.
Defrosters:	Defrosters shall be sufficient in capacity to keep windshield clear of fog, snow, and ice. .
Door: Entrance	<u>Front</u> – Outward opening type, with locking feature.
Door: Rear Loading	Rear loading door shall be of sufficient size to accommodate stretcher patients to be carried through and into the bus. Minimum Dimensions shall be approximately 34"W x 71"H. Door is split upper type with pneumatic shocks to hold top portion of door in the open position for loading of patients. Door shall have a locking mechanism that locks the door in the closed position or open position to prevent the door from closing while vehicle is being loaded or unloaded.
Drip Molding:	Threaded through bows the entire length of vehicle to form a roll cage.
Electrical:	<u>Access</u> - Main body wiring harness is fully accessible thru removable raceways, removable shelves and access panels on driver's side of vehicle. Wiring harness is protected by manual reset circuit breakers. Wiring is color coded and numbered and flame retardant. The main vehicle electrical junction box is located below the driver's window and accessible from the exterior thru a hinged door with locking exterior release. A Wiring diagram is attached to back side of electrical access door.
Floor:	Flat floor with no wheelhouses shall be provided on the bus.
Generator Compartment:	Generator compartment shall be located in front of rear wheels on driver's side. Compartment shall be lighted with LED lighting and be large enough for a 12kw generator. Generator compartment shall have exterior door that when opened, will maintain open position with pneumatic springs or by chaining door open.
Heater & Defrosters:	Front heater/defroster shall be of the copper coil design type with aluminum fins. Heater to be easily serviceable, with cleanable air filters. The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. Additional 110v floor mounted baseboard heaters (2) with thermostat will be positioned in the vehicle to provide additional heat if needed.



Insulation:

Heater cutoff valves for driver heater/defroster shall be provided.

Ceiling, sides, and rear panels shall be insulated with blanket-type insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.

Lighting:

Lighting: Lights/Exterior: Headlights - Dual seal beam (Halogen). Head lights shall have wig wag switch capability.

- Front Directional- (2) In Headlight Assembly
- Side Directional- (2) LED amber
- Cluster Lights- (3) amber LED front
(3) Red LED rear
- Marker Lights- (2) front LED corners
(2) rear LED corners
(2) amid ship LED roof
- Rear Directional- (2) 6" Oval LED Amber
- Stop/Tail- (2) 6" Oval LED Red
(2) 4" Round LED Red
- Back-Up- (2) 6" oval LED white.

All lights comply with FMVSS 108. All exterior emergency lighting shall comply with NFPA 1901 standards.

Mirrors:

Interior- 6" x 30" safety glass with rubber edges.

Exterior- Heated remote control transit mirrors. Both upper flat and lower convex mirrors can be controlled independently by the driver.

Mud Flaps:

Rubber mud flaps front and rear.

Paneling: Exterior

Exterior panels shall be primed both sides before assembly for rust prevention.

Reflectors:

(2) on each side and (2) on rear

Roof Escape Hatches:

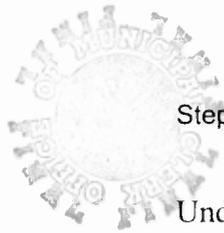
(1) two roof escape hatches with power ventilator.

Seats Attendant:

(3) EVS attendant seats with three point lap/shoulder belt.

Seat: Driver

Deluxe air operated high back driver's seat with side armrest. Driver seat belt is to be integrated into the seat. Seat will move aft and fore, up and down. Seat shall also have air operated lower lumbar support.



Stepwell:

Stepwell shall consist of (3) steps covered with non-skid rubber treads. A 12-volt light will be provided in the step-well area.

Undercoating:

Entire underbody and conversion options, located under floor, shall be completely undercoated with asphalt emulsion water-based undercoating after body to chassis mounting for maximum rustproofing.

Windshield Wipers:

Electrically operated with parallelogram type arms with variable speed and intermittent feature.

CONVERSION PACKAGE

12v Power Outlets:

12v plug in style outlets for 12v equipment power shall be located in areas specified by agency. Outlet locations to be determined by agency prior to construction.

Additional 12v outlets shall be provided for customer installation of communications system. Location of outlets shall be determined by agency prior to construction..

Air Brake Inlet

(1) External auto eject feature air line connection to maintain air brake/air ride system pressure shall be provided to allow external air line to be attached to bus while parked in parking bay.

A/C Heating System:

(2) 13,500 BTU (each) 120v roof mounted air conditioner/heating units with thermostat. Roof sections shall be reinforced where units are mounted. Each climate control unit shall be wired separately and protected with individual circuit breaker in the electrical control panel.

Antenna mounting:

Mounting of customer supplied antennas during the build process.

Battery Charger:

40 amp, exterior hookup battery charger with auto eject feature shall be installed on unit. Charger must be designed to maintain vehicle's batteries at peak charge while vehicle is not being operated. Exterior battery charge readout monitor shall be located near the battery charger exterior hookup location. Kussmaul only.

Kussmaul automatic transfer switch to allow battery charger to operate when shoreline battery charger or generator is connected.

Carbon Monoxide Alarm:

(2) carbon monoxide monitor alarms shall be installed (1) at the rear of the bus and (1) at the front of the bus to warn of unsafe buildup of carbon monoxide in the bus cabin.

Ceiling Grab Rails:

Stainless steel ceiling grab rails shall be located on each side of the bus ceiling.



Curtain

A non-light penetrating sliding curtain shall be installed immediately behind the driver from floor to ceiling and from side to side to keep light from reaching the driver's area during vehicle operation at night.

Electrical System:

12KW Generator: A waterproof interior service panel junction box. Box shall be a 125 Amp rated capacity with UL Listed resetting type circuit breakers.

Each of the AC/Heat units shall be protected with an individual circuit breaker. All of the A/C electrical system is installed using EPM 12ga. 3 conductor (10\3) multi-stranded boat wire 600 volt UL approved. All wire is color coded and grounded throughout the system.

Interior and exterior 120v outlets will be provided. Locations will be determined by interior layout.

A 30amp shoreline electrical connection shall be provided on the exterior of the vehicle to allow connection to an existing power source such as a building or other generator such as a military generator to operate on-board options. Feature will allow vehicle to remain connected to external power source for and unlimited amount of time. Vehicle owner shall be responsible for installation of shoreline service connection and shoreline wiring cable.

Exhaust Fan: Interior

(2) floor mounted air exhaust fans in the interior shall exhaust interior air as exterior air is brought into the vehicle from air conditioning/heating units, through open doors/window or from roof escape hatch vents

Floor Covering

Floor covering shall be shall have anti germ/virus properties.

Generator:

Diesel powered 12KW Generator.

Generator compartment shall have a slide out tray for easy access for servicing generator. Compartment to be insulated to reduce heat and noise transferred to interior of the vehicle. Generator exhaust shall exit vehicle at the same location as the chassis exhaust.

Generator Controls:

Generator start, run, stop, preheat switch and hour meter shall be located within easy reach of driver. Exterior generator service controls shall be located in the generator compartment.

Graphics:

Design and installation of customer provided graphics.

Intravenous Fluid Hangers:

(4) Recessed ceiling mounted double IV Hangers. IV hangers to be mounted at the head of each stretcher position.

Lighting:

LED Ceiling Lights - Whelen model 86CE1 ceiling mounted LED operational recessed lighting. Lighting to show exact patient skin tone.



Loading Lights – (2) Whelen rear loading lights with 14 degree down angle shall be mounted on the rear of the vehicle to illuminate the loading area. Lights shall also come on when vehicle is placed in reverse..

Exterior - NFPA Emergency Lighting:

Exterior NFPA Emergency Lighting package to

include:

FRONT: (5) Whelen 600 Series Lights Over Front Windshield. Red LED with Clear Lens.
(2) Whelen 600 Series Lights located in the Grill Area. Red LED with Clear Lens. (1) Whelen Pioneer Series 12v Scene Light with Tree Limb Guard Mounted on the Roof.

SIDES: (3) Whelen 900 Series Lights (Upper) Red LED with Clear Lens. (3) Whelen 600 Series Red LED with Clear Lens. (1) Whelen Pioneer Series 12v Scene Light with Tree Limb Guard Mounted on the Roof

REAR: (2) Whelen 900 Series Red LED with Clear Lens. (2) Whelen 900 Series Amber LED with Clear Lens. (2) Whelen 900 Series Red/White LED with Clear Lens. (2) Whelen 900 Series 14 degree Down Angle Loading Lights. (1) Whelen Pioneer Series 12v Scene Guard Mounted on the Roof Light with Tree Limb

Oxygen system: (1) "D" Size Oxygen storage rack located in a closet near the entrance door. Tanks and regulators are not to be provided by vendor .

Oxygen cascade system (2) "H" bottle minimum shall be provided. Oxygen system shall provide for an individual meter oxygen supply at each patient location and at each attendant seat.(15) total outlets. Oxygen system shall include (15) adjustable regulators .0 to 15 LPM.

Ramp Assembly: Aluminum loading and unloading ramp shall be provided. Ramp shall have removable side hand rails. Ramp is for loading or unloading of stretcher patients including bariatric patients through the back door of the vehicle. The ramp shall be adjustable so that loading or unloading of patients can be completed at any angle from 45 degree up down to ground level. Ramp and handrails shall store under the vehicle in a ramp storage assembly constructed of heavy duty aluminum. Ramp shall have a minimum weight rating of at least 1,500 pounds.

Ramp handrails shall have a locking device to lock handrails into place while handrails are deployed.

Safety Equipment: (2) 5 lb fire extinguishers.

Seats: Attendants (3) EVS Mid-High Back Flip Up Attendant Seats shall be provided. Seats shall have 3-point restraining belt for attendants.



Seats: Rehab

(8) Double wide wall mounted flip down seats (sixteen seated persons). When stretchers are removed seats can be folded down to allow additional seating for rehab or walking wounded. Each passenger shall have a restraining belt.

Siren:

One (1) Whelen 295HFSA1 hands free electronic siren with cab console mounted controls, two bumper mounted speakers and PA microphone.

Sliding Stretcher Receiver:

Vehicle shall be equipped with a vertically stacked stretcher system with the capability of loading three stretchers located in each section. The system shall include a stretcher receiver that can be extended horizontally for loading and unloading of patients. The stretcher receiver must be supported by two sets of rollers or ball bearings to provide adequate support during loading and unloading. The system must be capable of securing the stretcher from horizontal and vertical movement.

Storage Compartments

Interior: Medical storage compartments with pull out doors shall be provided. Bidder shall provide a detailed CAD drawing showing all available storage and closets available.

Paramedic station with overhead cabinet and under counter dorm refrigerator.

Stretchers:

(10) adjustable headrest type non-folding stretchers.

Stretchers Stryker Rolling:

(2) Stryker rolling gurney non-power type stretchers located in the rear corners of the vehicle. Stretchers are to have an air release incorporate in the stretcher securement.

Stretcher Trays:

(4) Stainless steel stretcher trays shall be provided. Stretcher trays shall have a drain connection to allow the draining of any fluids.

Suction Units:

(2) 12v suction units shall be mounted in the vehicle. Each suction unit will have it's own 12v outlet to maintain battery level. Outlet to remain hot while vehicle is not being operated.

Sun Visor:

An adjustable tinted driver's front and side window sun visor shall be installed.

Wheelchair Tiedown Positions:

Floor tracking for wheelchair securement.

Wheelchair Tiedown System:

(5) wheelchair tiedown kits model FF627S-4C with (5) wheelchair patient lap restraining belts shall be provided.

WARRANTY

MAB Conversion

(2) Two Year - Unlimited Miles

Generator

(2) Two Year 1500 Hours

Rooftop Heat/Air Conditioning

(1) One Year - Unlimited Mileage



Basic Vehicle (1) One Year - Unlimited Miles

Body * (3) Three Year - Unlimited Miles

*Includes structural components, roof, floor, sides, and front and rear sections; frame rails and cross-members; paint adhesion and rust protection

Body ** (1) One Year / 12,000 miles

** Includes components supplied by outside vendors

Drivetrain *** (4) Four Year / 48,000 Miles

*** Includes front and rear axles, propshaft

Engine (3) Three Year - Unlimited Miles

Allison Transmission (2) Two Year - Unlimited Miles

Legislative White Paper

Committee of Purview: Public Safety/Legal Administration

Caption: A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE METRO ATLANTA URBAN AREAS SECURITY INITIATIVE TO EXPEND THREE HUNDRED FIFTY SIX THOUSAND, AND TEN DOLLARS (\$356,010.00) OF HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA FIRE RESCUE DEPARTMENT FOR EQUIPMENT TO ENHANCE FIRE RESCUE RESPONSE CAPABILITIES TO TERRORIST ATTACKS, PURSUANT TO THE URBAN AREAS SECURITY INITIATIVE; AND FOR OTHER PURPOSES.

Council Meeting Date:

Legislation Title: Enter into Memorandum of Understanding with Atlanta UASI to receive \$356,010.00 in Homeland Security equipment.

Requesting Dept.: Fire Rescue

Contract Type: N/A

Source Selection: N/A

Bids/Proposals Due: N/A

Invitations Issued: N/A

Number of Bids/ N/A

Proposals Received: N/A

Bidders/Proponents: N/A

Background: This resolution seeks authorization to enter into a memorandum of understanding with Atlanta UASI to allow Atlanta UASI to purchase \$356,010.00 of Homeland Security equipment for the Atlanta Fire Rescue Department using grant funds awarded to Atlanta UASI.

Fund Account Center: N/A

Source of Funds: All costs are paid from and charged to a grant awarded to Atlanta UASI.

Fiscal Impact: No impact to general fund.

Term of Contract: N/A

Method of Cost Recovery: Grant awarded to Atlanta UASI

Approvals:

RCS# 2559
2/18/13
2:03 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I; 2/18/2013

ALL ITEMS

ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 0

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

CONSENT I

		02-18-13
ITEMS ADOPTED ON CONSENT	ITEMS ADOPDED ON CONSENT	ITEMS ADVERSED ON CONSENT
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2. 13-O-0129	36. 13-R-0210	68. 13-R-0242
3. 13-O-0175	37. 13-R-0211	69. 13-R-0243
4. 12-O-1314	38. 13-R-0212	70. 13-R-0244
5. 13-O-0132	39. 13-R-0213	71. 13-R-0245
6. 13-O-0276	40. 13-R-0214	72. 13-R-0246
7. 13-O-0279	41. 13-R-0215	73. 13-R-0247
8. 13-O-0283	42. 13-R-0216	74. 13-R-0248
9. 13-R-0193	43. 13-R-0217	75. 13-R-0249
10. 13-R-0201	44. 13-R-0218	76. 13-R-0250
11. 13-R-0202	45. 13-R-0219	77. 13-R-0251
12. 13-R-0203	46. 13-R-0220	78. 13-R-0252
13. 13-R-0207	ITEMS ADVERSED ON CONSENT	79. 13-R-0253
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15. 13-R-0007	48. 13-R-0222	81. 13-R-0255
16. 13-R-0011	49. 13-R-0223	82. 13-R-0256
17. 13-R-0013	50. 13-R-0224	83. 13-R-0257
18. 13-R-0204	51. 13-R-0225	84. 13-R-0258
19. 13-R-0205	52. 13-R-0226	85. 13-R-0259
20. 13-R-0208	53. 13-R-0227	86. 13-R-0260
21. 13-R-0209	54. 13-R-0228	87. 13-R-0261
22. 13-R-0195	55. 13-R-0229	88. 13-R-0262
23. 13-R-0196	56. 13-R-0230	89. 13-R-0263
24. 13-R-0197	57. 13-R-0231	90. 13-R-0264
25. 13-R-0198	58. 13-R-0232	91. 13-R-0265
26. 13-R-0277	59. 13-R-0233	92. 13-R-0266
27. 13-R-0181	60. 13-R-0234	93. 13-R-0267
28. 13-R-0182	61. 13-R-0235	94. 13-R-0268
29. 13-R-0183	62. 13-R-0236	95. 13-R-0269
30. 13-R-0184	63. 13-R-0237	96. 13-R-0270
31. 13-R-0185	64. 13-R-0238	97. 13-R-0271
32. 13-R-0186	65. 13-R-0239	98. 13-R-0272
33. 13-R-0187	66. 13-R-0240	
34. 13-R-0188		