

<p style="text-align: right;">#2165</p> <p style="text-align: center;">13- R -3204</p> <p style="text-align: center;">(Do Not Write Above This Line)</p>	<p style="text-align: center;">First Reading</p> <p>Committee <u>PUBLIC SAFETY & LEGAL ADMIN. COMMITTEE</u></p> <p>Date <u>May 28, 2013</u></p> <p>Chair <u>Michael J. Bond</u></p> <p>Referred To _____</p>		<p style="text-align: center;">FINAL COUNCIL ACTION</p> <p><input type="checkbox"/> 2nd <input type="checkbox"/> 1st & 2nd <input type="checkbox"/> 3rd</p> <p style="text-align: center;">Readings</p> <p><input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input checked="" type="checkbox"/> RC Vote</p>
<p>A RESOLUTION BY</p> <p>THE PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE</p> <p>A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE METRO ATLANTA URBAN AREA SECURITY INITIATIVE TO EXPEND TWO HUNDRED SIXTY NINE THOUSAND, ONE HUNDRED FIFTY SIX DOLLARS, AND FIFTY CENTS (\$269,156.50) OF HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA POLICE DEPARTMENT AND ATLANTA FIRE RESCUE DEPARTMENT FOR EQUIPMENT TO ENHANCE ATLANTA POLICE AND FIRE RESCUE RESPONSE CAPABILITIES TO TERRORIST ATTACKS, PURSUANT TO THE URBAN AREAS SECURITY INITIATIVE; AND FOR OTHER PURPOSES.</p>	<p style="text-align: center;">Committee</p> <p><u>PSLA</u></p> <p style="text-align: center;">Date</p> <p><u>5/28/13</u></p> <p style="text-align: center;">Chair</p> <p><u>[Signature]</u></p> <p style="text-align: center;">Action</p> <p><input checked="" type="checkbox"/> Fav, Adv, Hold (see rev. side)</p> <p style="text-align: center;">Other</p> <p>_____</p> <p style="text-align: center;">Members</p> <p><u>[Signatures]</u></p> <p style="text-align: center;">Refer To</p> <p>_____</p>	<p style="text-align: center;">Committee</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>_____</p> <p style="text-align: center;">Chair</p> <p>_____</p> <p style="text-align: center;">Action</p> <p>Fav, Adv, Hold (see rev. side)</p> <p style="text-align: center;">Other</p> <p>_____</p> <p style="text-align: center;">Members</p> <p>_____</p> <p style="text-align: center;">Refer To</p> <p>_____</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>CERTIFIED</p> <p>JUN 03 2013</p> <p>ATLANTA CITY COUNCIL PRESIDENT</p> <p><u>[Signature]</u></p> </div> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>CERTIFIED</p> <p>JUN 03 2013</p> <p><u>Ronda Daughlin Johnson</u></p> <p>MUNICIPAL CLERK</p> </div>
<p><input type="checkbox"/> CONSENT REFER</p> <p><input type="checkbox"/> REGULAR REPORT REFER</p> <p><input type="checkbox"/> ADVERTISE & REFER</p> <p><input type="checkbox"/> 1ST ADOPT 2ND READ & REFER</p> <p><input type="checkbox"/> PERSONAL PAPER REFER</p> <p>_____</p> <p>Date Referred</p> <p>Referred To:</p> <p>_____</p> <p>Date Referred</p> <p>Referred To:</p> <p>_____</p> <p>Date Referred:</p> <p>_____</p> <p>Referred To:</p> <p>_____</p>	<p style="text-align: center;">Committee</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>_____</p> <p style="text-align: center;">Chair</p> <p>_____</p> <p style="text-align: center;">Action</p> <p>Fav, Adv, Hold (see rev. side)</p> <p style="text-align: center;">Other</p> <p>_____</p> <p style="text-align: center;">Members</p> <p>ADOPTED BY</p> <p><u>JUN 03 2013</u></p> <p>COUNCIL</p> <p>_____</p> <p style="text-align: center;">Refer To</p> <p>_____</p>	<p style="text-align: center;">Committee</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>_____</p> <p style="text-align: center;">Chair</p> <p>_____</p> <p style="text-align: center;">Action</p> <p>Fav, Adv, Hold (see rev. side)</p> <p style="text-align: center;">Other</p> <p>_____</p> <p style="text-align: center;">Members</p> <p>_____</p> <p style="text-align: center;">Refer To</p> <p>_____</p>	<p style="text-align: center;">MAYOR'S ACTION</p> <p style="text-align: center; font-size: 2em;">APPROVED</p> <p style="text-align: center;">JUN 12 2013</p> <p style="text-align: center;">WITHOUT SIGNATURE BY OPERATION OF LAW</p>

**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 TWO HUNDRED SIXTY NINE THOUSAND, ONE HUNDRED FIFTY SIX DOLLARS, AND FIFTY CENTS (\$269,156.50) OF HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA POLICE DEPARTMENT AND ATLANTA FIRE RESCUE DEPARTMENT FOR EQUIPMENT TO ENHANCE ATLANTA POLICE AND 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 2009, 2010, and 2011 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 two hundred sixty nine thousand, one hundred fifty six dollars, and fifty cents (\$269,156.50); 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 two hundred sixty nine thousand, one hundred fifty six dollars, and fifty cents (\$269,156.50) 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.



Memorandum of Understanding
between
Metro Atlanta UASI, Inc.
and
City of Atlanta

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 St. 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 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, \$269,156.50 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 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. 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. Detailed breakout of requested equipment with approximate costs.

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

Michael Simmons, Deputy Chief
City of Atlanta Citizen Corps Council
226 Peachtree St. SW
Atlanta, GA 30303
404-313-9165
MDSimmons@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.

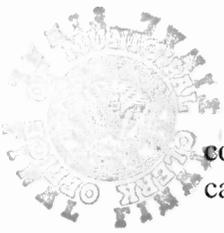
b. **Convenience:** This Agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation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

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.

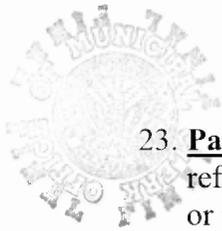
11. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements, and obligations contained herein.

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.

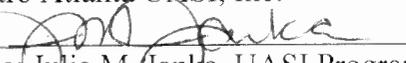
25. **Authority to Execute This Agreement**. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.



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: 
Title: Julia M. Janka, UASI Program Administrator

Date: 5/1/2013

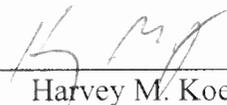
By: _____
Title: Chair, Senior Policy Group

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, Partner



MOU Recipient Signature Page

Mayor, City of Atlanta

Date: _____

Approved as to Substance

Kelvin Cochran, Fire Chief

George Turner, Police Chief

Approved as to Legal Form

County Attorney Signature

County Attorney Name (Typed or Printed)



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

Citizen Corps

The mission of Citizen Corps is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds. Metro Atlanta UASI will support the 5 core initiatives of the Citizen Corps program; CERTS, VIPS, Neighborhood Watch, Fire Corps and Medical Reserve Corps. Each participating program must work through their Citizen Corps Council and must encompass the entire program. Metro Atlanta UASI will provide equipment and resources to insure citizens are prepared to respond in the event of a disaster.

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 2009, 2010 and 2011 Projects:

The City of Atlanta Citizen (COA) Corps program has only established *two of the five* core initiatives/programs of the Citizen Corps Program. Community Emergency Response Teams is well established. However, Neighborhood Watch is new and required additional set-up funds.

1. The **Fire Corps** promotes the use of citizen advocates to enhance the capacity of resource-constrained fire and rescue departments at all levels: volunteer, combination, and career. Citizen advocates can assist local fire departments in a range of activities including fire safety outreach, youth programs, and administrative support. Fire Corps provides resources to assist fire and rescue departments in creating opportunities for



citizen advocates and promotes citizen participation. No funds were requested for this program by the COA Citizen Corps Council.

2. The **Community Emergency Response Team** (CERT) Program educates people about disaster preparedness and trains them in basic disaster response skills, such as fire safety, light search and rescue, and disaster medical operations. Using their training, CERT members can assist others in their neighborhood or workplace following an event and can take a more active role in preparing their community. The program has requested equipment to provide training and support valued approximately at \$116,874.50.
3. **Neighborhood Watch** works to provide information, training and resources to citizens and law enforcement agencies throughout the country. In the aftermath of September 11, 2001, Neighborhood Watch programs have expanded beyond their traditional crime prevention role to help neighborhoods focus on disaster preparedness, emergency response and terrorism awareness. The program has requested equipment to provide training and support valued approximately at \$152,282.00
4. **Volunteers in Police Service** (VIPS) works to enhance the capacity of state and local law enforcement to utilize volunteers. VIPS serves as a gateway to resources and information for and about law enforcement volunteer programs. No funds were requested for this program by the COA Citizen Corps Council.
5. The **Medical Reserve Corps** (MRC) Program strengthens communities by helping medical, public health and other volunteers offer their expertise throughout the year as well as during local emergencies and other times of community need. MRC volunteers work in coordination with existing local emergency response programs and also supplement existing community public health initiatives, such as outreach and prevention, immunization programs, blood drives, case management, care planning, and other efforts. No funds were requested for this program by the COA Citizen Corps Council.

Final costs with detailed equipment itemization for each project will be submitted to agency at conclusion of project/equipment award. Exhibit H reflects the details of the equipment award with approximate costs for the items. However, any equipment items awarded will be in compliance with the grant guidance and approved by the GEMA Authorized Equipment List.

RCS# 2758
6/03/13
3:17 PM

Atlanta City Council

CONSENT I

CONSENT SECTION I; ALL ITEMS EXCEPT
13-O-0514
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

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

CONSENT I

RCS# 2771
6/03/13
4:42 PM

Atlanta City Council

CONSENT I

CONSENT SECTION I; ALL ITEMS EXCEPT
13-O-0514
RECONSIDER

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

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

CONSENT I

RCS# 2772
6/03/13
4:43 PM

Atlanta City Council

CONSENT I

CONSENT SECTION I; ALL ITEMS EXCEPT
13-O-0514 AND 13-R-3203
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

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

CONSENT I

+

		06-03-13
ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT	
1. 13-O-1050	39. 13-R-3176	
2. 13-O-1047	40. 13-R-3177	
3. 13-O-1035	41. 13-R-3178	
4. 13-O-1023	42. 13-R-3179	
5. 13-R-3157	43. 13-R-3180	
6. 13-R-3158	44. 13-R-3181	
7. 13-R-3159	45. 13-R-3182	
8. 13-R-3111	46. 13-R-3183	
9. 13-R-3155	47. 13-R-3184	
10. 13-R-3200	48. 13-R-3185	
11. 13-R-3201	49. 13-R-3186	
12. 13-R-3202	50. 13-R-3187	
13. 13-R-3204	51. 13-R-3188	
14. 13-R-3152	52. 13-R-3189	
15. 13-R-3153	53. 13-R-3190	
16. 13-R-3160	54. 13-R-3191	
17. 13-R-3161	55. 13-R-3192	
18. 13-R-3162	56. 13-R-3193	
19. 13-R-3215	57. 13-R-3194	
20. 13-R-3207	58. 13-R-3195	
21. 13-R-3208	59. 13-R-3196	
22. 13-R-3209	60. 13-R-3197	
23. 13-R-3211	61. 13-R-3198	
24. 13-R-3212	62. 13-R-3199	
25. 13-R-3213		
26. 13-R-3214		
27. 13-R-3164		
28. 13-R-3165		
29. 13-R-3166		
30. 13-R-3167		
31. 13-R-3168		
32. 13-R-3169		
33. 13-R-3170		
34. 13-R-3171		
35. 13-R-3172		
36. 13-R-3173		
37. 13-R-3174		
38. 13-R-3175		