

2705
13-R-3439

(Do Not Write Above This Line)

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 ATLANTA URBAN AREA SECURITY INITIATIVE AGENCY ("ATLANTA UASI") TO EXPEND ONE MILLION, NINE HUNDRED NINETY-SIX THOUSAND, EIGHT HUNDRED SIX DOLLARS AND FORTY-ONE CENTS (\$1,996,806.41) OF HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA POLICE DEPARTMENT ("DEPARTMENT") FOR EQUIPMENT AND SUPPLIES TO ENHANCE THE DEPARTMENT'S CAPABILITIES TO RESPOND TO TERRORIST ATTACKS, PURSUANT TO THE URBAN AREAS SECURITY INITIATIVE GRANT PROGRAM; AND FOR OTHER PURPOSES.

- 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: _____

First Reading

Committee _____
 Date _____
 Chair Mulvaney
 Referred To _____

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

PSLA 8/27/13 Chair <u>Mulvaney</u> Action Fav, Adv, Hold (see rev. side) Other Members <u>A. T. ...</u> <u>...</u> Refer To	Committee Date 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
ADOPTED BY Members SEP 03 2013 COUNCIL		
Refer To	Refer To	Refer To

CERTIFIED
 SEP 03 2013
 ATLANTA CITY COUNCIL PRESIDENT
...

CERTIFIED
 SEP 03 2013
 Rhonda Daughlin Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION
APPROVED
 SEP 12 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 STATE OF GEORGIA TO PERMIT THE ATLANTA URBAN AREA SECURITY INITIATIVE AGENCY (“ATLANTA UASI”) TO EXPEND ONE MILLION, NINE HUNDRED NINETY-SIX THOUSAND, EIGHT HUNDRED SIX DOLLARS AND FORTY-ONE CENTS (\$1,996,806.41) OF HOMELAND SECURITY GRANT PROGRAM FUNDING ON BEHALF OF THE ATLANTA POLICE DEPARTMENT (“DEPARTMENT”) FOR EQUIPMENT AND SUPPLIES TO ENHANCE THE DEPARTMENT’S CAPABILITIES TO RESPOND TO TERRORIST ATTACKS, PURSUANT TO THE URBAN AREAS SECURITY INITIATIVE GRANT PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, 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 Georgia Emergency Management Agency (“GEMA”); and

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

WHEREAS, the Urban Areas Security Initiative (“UASI”) program 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, since 2002, Atlanta UASI has been the recipient of substantial grant funds; and

WHEREAS, Atlanta UASI has received grant funding from the Fiscal Year 2010, 2011, 2012 and 2013 Homeland Security Grant Programs administered by the DHS to GEMA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008; and

WHEREAS, the City of Atlanta, Georgia (“City”), has requested that Atlanta UASI retain and expend local share funding from the grant funds they received on behalf of the Atlanta Police Department (“APD”) for equipment and supplies capable of responding to terrorist attacks; and

WHEREAS, Atlanta UASI has agreed to expend grant funding on behalf of the Atlanta Police Department (“Department”) for equipment and supplies capable of preventing and responding to terrorist attacks in the amount of one million, nine hundred ninety-six thousand, eight hundred six dollars and forty-one cents (\$1,996,806.41) as described in a memorandum of understanding (“Exhibit A”); and



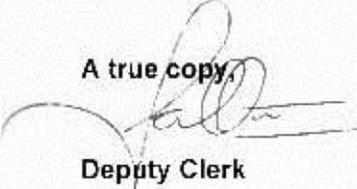
WHEREAS, the City is authorized to execute a Memorandum of Understanding with GEMA under the provisions of Ga. Const. Art. IX, Sec. III, Para. I.

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 ("exhibit A") with the Atlanta Urban Area Security Initiative ("Atlanta UASI") to expend one million, nine hundred ninety-six thousand, eight hundred six dollars and forty-one cents (\$1,996,806.41) of homeland security grant program funding on behalf of the Atlanta Police Department.

BE IT FINALLY RESOLVED, that the Memorandum of Understanding ("exhibit A") 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 UASI.

A true copy,


Deputy Clerk

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

SEP 03, 2013
SEP 12, 2013



Memorandum of Understanding
between
Metro Atlanta UASI, Inc.
and
City of Atlanta Police 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 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 Ave, SW, Second Floor West, 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 Year 2010, 2011, 2012 and 2013 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, \$1,996,806.41 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 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

United States Department of Homeland Security (DHS), Fiscal Year 2012 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:
http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf

United States Department of Homeland Security (DHS), Fiscal Year 2013 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:
<http://www.fema.gov/library/viewRecord.do?id=7513>

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost.

Exhibit E. 2010 Grantee-Sub grantee 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-Sub grantee Agreement by and between GEMA and Atlanta Regional Commission dated 04/02/2012(a copy of which is available for inspection at UASI's office).

2012 Grantee-Sub grantee Agreement by and between GEMA and Atlanta Regional Commission will be available for distribution and expenditures by 08/31/2013.

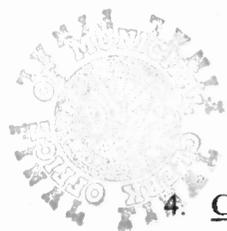
2013 Grantee-Sub grantee Agreement by and between GEMA and Atlanta Regional Commission will be available for distribution and expenditures by 12/01/2013.

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. Equipment Application and 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.

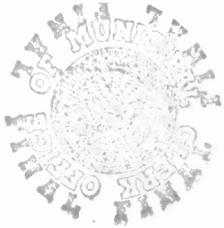


4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements, Audits, Financial Regulations and Guides, National 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

Chief George Turner
City of Atlanta Police Department
55 Trinity Ave, SW
Second Floor West
Atlanta, Georgia 30303
Gturner@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. Nothing herein expressed or implied is intended to constitute a waiver of any immunity or defense available as a matter of law.
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: 6/28/2013

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: William R. Bassett
William R. Bassett, Partner



MOU Recipient Signature Page

Honorable Kasim Reed, Mayor, City of Atlanta

Date: _____

Approved as to Substance

George Turner, Police Chief
City of Atlanta Police Department

Approved as to Legal Form

Attorney
City of Atlanta



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

Law Enforcement Operations (LEOPs)

The Law Enforcement Operations Projects associated with the defined specialty teams have been identified by the LEOPs committee. The focused specialty teams are Aviation, Explosive Ordinance Disposal (EOD)/Bomb, EOD Dive, EOD K-9, Mobile Field Force (MFF)/Tactical Response Teams (TRT), SWAT and CBRNE Response Teams. 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.

We will be funding these equipment awards using grant years 2010, 2011, 2012 and 2013 Law Enforcement Operations funds. The below specialty teams will receive the equipment awards as listed in Appendix H. The cost provided is based on approximate costs for the items and will be updated with detailed list with costs provided to the agency once the programs are completed.

1. Aviation
2. EOD/Bomb
3. EOD Dive
4. EOD K-9
5. MFF/TRT
6. SWAT
7. CBRNE Response Teams

These projects are a continuation of the LEOPs specialty team initiative and will address gaps and train departmental staff in maintenance and certification of the equipment. Total LEOPs

Program Equipment Award- is valued at approximately \$1,996,806.41. The detailed item list is found in Exhibit H.

Exhibit H
Equipment Application and Specifications

Atlanta Law Enforcement - \$1,996,806.41				
	PROJECTS	Specialty	Qty	Approximate Budget for Project
1	Angel Personal flight Cell Phone Interface Kit	AVIATION	4	\$ 2,219.37
2	G500H NVG with options	AVIATION	2	\$ 70,000.00
3	NVG Goggles-ITT ANVIS 4949F-YG	AVIATION	2	\$ 22,100.00
4	Canon Binoculars 1850 IS all-weather image stablized	AVIATION	4	\$ 9,596.00
5	Ranger XP 900 EPS (Sage Green)	CBRNE	2	\$ 38,754.72
6	Trailer for Ranger XP 900 EPS	CBRNE	1	\$ 7,995.00
7	4 Way Ram Cam with 4 Way Monitor and Audio	CBRNE	1	\$ 28,300.00
8	9440 Remote Area Lighting System	CBRNE	4	\$ 3,500.00
9	Caliber T-5 Robot for EOD	CBRNE	1	\$ 145,665.00
10	Chemical Agent Dispersal System-for Lenco BearCat delivered 1/11/2013	CBRNE	1	\$ 7,245.88
11	Golden 150 X-Ray Sources	CBRNE	2	\$ 11,980.00
12	LVB System "Total Battle Wagon"	CBRNE	1	\$ 13,804.00
13	Utility Trailer for LVB System	CBRNE	1	\$ 2,495.00
14	ADS Operation Equipment-EOD X-Ray System	EOD/BOMB	1	\$ 150,000.00
15	40' Container High Cube for Bomb Range	EOD/BOMB	1	\$ 33,125.00
16	Day Boxes	EOD/BOMB	6	\$ 7,852.00
17	EOD Rigging Kits HALGS Lite	EOD/BOMB	2	\$ 8,324.00
18	EOD Rigging Kits HALGS,	EOD/BOMB	2	\$ 13,702.00
19	EU2000i Inverter Generator Parallel Package	EOD/BOMB	1	\$ 2,617.47
20	F-250 EOD Response vehicles	EOD/BOMB	7	\$ 393,996.25
21	Haz Probe	EOD/BOMB	1	\$ 31,285.80
22	Hoplite Aperature for AN/PVS-14	EOD/BOMB	17	\$ 1,360.00
23	Logos Series Carousel, 8x17	EOD/BOMB	1	\$ 601.35
24	Power Hawk Cutting Tool	EOD/BOMB	1	\$ 33,180.00
25	Radios for F250	EOD/BOMB	7	\$ 34,250.51



26	T-Series 8x17 Image Plate with IP Holder and Frame	EOD/BOMB	10	\$	10,213.00
27	ATX 30-70 x 95 Angfled Observation Scopes, CT Travel Carbon Tripod for Observation Scopes	EOD/SWAT	3	\$	16,194.00
28	Break & Rake 70" Tool (5.11 part number)	SWAT	3	\$	693.60
29	100x & 300x Kits	SWAT	1 each	\$	29,504.00
30	Active Patrol Breaching Kit #50267	SWAT	5	\$	2,000.00
31	Steiner Binoculars-10x42 Tactical Military R	SWAT	13	\$	11,032.45
32	Car Rake Tool (5.11 part number)	SWAT	3	\$	1,040.00
33	FAST ROPE	SWAT	KIT	\$	13,494.75
34	GAT - Glass Assault Tool	SWAT	17	\$	1,598.00
35	Heavy Breaching Kit #50268, (5.11 part number)	SWAT	13	\$	16,887.00
36	Multi-Purpose Training Door #50138 (5.11 part number)	SWAT	1	\$	6,900.00
37	B.E.A.R. G3	SWAT	1	\$	507,904.00
38	BearCat VIP	SWAT	1	\$	274,942.00
39	Radios for BearCat VIP and BEAR G3	SWAT	2	\$	9,784.26
40	BOMB/CBRNE/SWAT Team Shelter Systems	BOMB/CBRNE/ SWAT	3	\$	20,670.00
Atlanta Law Enforcement					
TOTALS:				\$	1,996,806.41

RCS# 2982
9/03/13
2:09 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I; ALL ITEMS
EXCEPT 13-R-3434
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

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

CONSENT I

†

		09-03-13
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 13-O-1202	40. 13-R-3526	79. 13-R-3477
2. 13-O-1203	41. 13-R-3527	80. 13-R-3478
3. 13-O-1204	42. 13-R-3529	81. 13-R-3479
4. 13-O-1205	43. 13-R-3441	82. 13-R-3480
5. 13-O-1206	44. 13-R-3442	83. 13-R-3481
6. 13-O-1213	45. 13-R-3443	84. 13-R-3482
7. 13-O-1214	46. 13-R-3444	85. 13-R-3483
8. 13-O-1200	47. 13-R-3445	86. 13-R-3484
9. 13-O-1209	48. 13-R-3446	87. 13-R-3485
10. 13-O-1197	49. 13-R-3447	88. 13-R-3486
11. 13-O-1199	50. 13-R-3448	89. 13-R-3487
12. 13-R-3415	51. 13-R-3449	90. 13-R-3488
13. 13-R-3419	52. 13-R-3450	91. 13-R-3489
14. 13-R-3420	53. 13-R-3451	92. 13-R-3490
15. 13-R-3421	54. 13-R-3452	93. 13-R-3491
16. 13-R-3422	55. 13-R-3453	94. 13-R-3492
17. 13-R-3423	56. 13-R-3454	95. 13-R-3493
18. 13-R-3424	57. 13-R-3455	96. 13-R-3494
19. 13-R-3411	58. 13-R-3456	97. 13-R-3495
20. 13-R-3426	59. 13-R-3457	98. 13-R-3496
21. 13-R-3528	60. 13-R-3458	99. 13-R-3497
22. 13-R-3431	61. 13-R-3459	100. 13-R-3498
23. 13-R-3432	62. 13-R-3460	101. 13-R-3499
24. 13-R-3433	63. 13-R-3461	102. 13-R-3500
25. 13-R-3435	64. 13-R-3462	103. 13-R-3501
26. 13-R-3436	65. 13-R-3463	104. 13-R-3502
27. 13-R-3437	66. 13-R-3464	105. 13-R-3503
28. 13-R-3438	67. 13-R-3465	106. 13-R-3504
29. 13-R-3439	68. 13-R-3466	107. 13-R-3505
30. 13-R-3440	69. 13-R-3467	108. 13-R-3506
31. 13-R-3413	70. 13-R-3468	109. 13-R-3507
32. 13-R-3518	71. 13-R-3469	110. 13-R-3508
33. 13-R-3519	72. 13-R-3470	111. 13-R-3509
34. 13-R-3520	73. 13-R-3471	112. 13-R-3510
35. 13-R-3521	74. 13-R-3472	113. 13-R-3511
36. 13-R-3522	75. 13-R-3473	114. 13-R-3512
37. 13-R-3523	76. 13-R-3474	115. 13-R-3513
38. 13-R-3524	77. 13-R-3475	116. 13-R-3514
39. 13-R-3525	78. 13-R-3476	117. 13-R-3515
		118. 13-R-3516