

A RESOLUTION BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF STATE (“STATE DEPARTMENT”), BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS (“INL”), ON BEHALF OF THE CITY OF ATLANTA (“CITY”), FOR THE PROVISION OF TRAINING BY ATLANTA POLICE OFFICERS ON BIAS BASED CRIME POLICE INVESTIGATIONS IN DEMOCRATIC SOCIETIES, AT THE INTERNATIONAL LAW ENFORCEMENT ACADEMY IN SAN SALVADOR (“ILEA”); AND FOR OTHER PURPOSES.

Workflow List:

George Turner	Completed	02/05/2014 12:05 PM
Amber Robinson	Completed	02/05/2014 1:55 PM
Mayor's Office	Completed	02/05/2014 2:36 PM
Office of Research and Policy Analysis	Completed	02/05/2014 2:46 PM
Public Safety & Legal Administration Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

LEGISLATION HISTORY – BLUE BACK

A RESOLUTION BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF STATE (“STATE DEPARTMENT”), BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS (“INL”), ON BEHALF OF THE CITY OF ATLANTA (“CITY”), FOR THE PROVISION OF TRAINING BY ATLANTA POLICE OFFICERS ON BIAS BASED CRIME POLICE INVESTIGATIONS IN DEMOCRATIC SOCIETIES, AT THE INTERNATIONAL LAW ENFORCEMENT ACADEMY IN SAN SALVADOR (“ILEA”); AND FOR OTHER PURPOSES.

WHEREAS, on 6 September, 2011, the City Council of Atlanta, Georgia, approved 11-R-1262, authorizing an intergovernmental agreement between the City of Atlanta (“City”) and the United States Department of State (“State Department”), Bureau of International Narcotics and Law Enforcement Affairs (“INL”), for the participation of the Atlanta Police Department (“APD”) in the Timor-Leste Police Development Program (“TLDP”), for the delivery of training on civil law in police investigations, and in conducting specialized police investigations; and

WHEREAS, the International Law Enforcement Academies (“ILEA”) were established by the State Department in 1995 with the stated mission of buttressing democratic governance through the rule of law; enhancing the functioning of free markets through improved legislation and law enforcement, and increasing social, political, and economic stability by combating narcotics trafficking and crime; and

WHEREAS, the ILEA academy in San Salvador, El Salvador, recently identified training on bias-based police investigations in democratic societies as a priority course of instruction; and

WHEREAS, the INL seeks to enter into a new intergovernmental agreement with the City of Atlanta (“City”) for Atlanta Police Officers to provide training on bias-based police investigations in democratic societies at the ILEA academy in San Salvador; and

WHEREAS, the INL has presented to the City a draft agreement (“agreement”) to establish the framework for cooperation between INL and the City for Atlanta, for Atlanta Police Officers to provide training on bias-based police investigations in democratic societies at the ILEA academy in San Salvador, to law enforcement officers from various countries in Central America, South America, and the Caribbean (“training”); and

WHEREAS, pursuant to the agreement, INL agrees to reimburse the City in full for all City-costs related to its participation, including, but not limited to, the salaries and benefits of the APD officers assigned to provide training on bias-based police investigations in democratic societies at the ILEA in San Salvador; and

WHEREAS, both the Mayor and Chief of Police recommend that the City of Atlanta enter into the intergovernmental agreement (“see Exhibit A”).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES that the Mayor, or his designee, be and is hereby authorized, on behalf of the City of Atlanta (“City”), to enter into an Intergovernmental Agreement (“Agreement”) (see attached as Exhibit “A”) with the U.S. Department of State, Bureau of International Narcotics and Law Enforcement Affairs (“INL”) for Atlanta Police officers to provide training on bias-based police investigations in democratic societies, at the International Law Enforcement Academy (“ILEA”) in San Salvador, El Salvador, to law enforcement officers from various countries in Central America, South America, and the Caribbean; and for other purposes.

BE IT FURTHER RESOLVED, pursuant to the agreement, INL agrees to reimburse the City in full for all City-costs related to its participation, including, but not limited to, the salaries and benefits of the APD officers assigned to provide training on bias-based police investigations in democratic societies at the ILEA in San Salvador.

AND FINALLY BE IT RESOLVED, that the agreement shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor or his designee, and delivered to the INL.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Investigator Kurt Braunsroth

Contact Number: 404-546-4266

Originating Department: Police

Committee(s) of Purview: Public Safety

Chief of Staff Deadline: 24 January 2014

Anticipated Committee Meeting Date(s): 11-12 February 2014

Anticipated Full Council Date: 17 February 2014

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements): N/A

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF STATE ("STATE DEPARTMENT"), BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS ("INL"), ON BEHALF OF THE CITY OF ATLANTA ("CITY"), FOR THE PROVISION OF TRAINING BY ATLANTA POLICE OFFICERS ON BIAS BASED CRIME POLICE INVESTIGATIONS IN DEMOCRATIC SOCIETIES, AT THE INTERNATIONAL LAW ENFORCEMENT ACADEMY IN SAN SALVADOR ("ILEA"), AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: (date)

Received by LC from CPO: (date)

Received by Mayor's Office: 1.24.14 [Signature] (date)

Reviewed by: [Signature] (date)

Submitted to Council: (date)

Attachment: resolution san salvador training MOU (14-R-3183 : enter into MOU with US state department to provide training in San Salvador)

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

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WHEREAS, the ILEA academy in San Salvador, El Salvador, recently identified training on bias-based police investigations in democratic societies as a priority course of instruction; and

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BE IT FINALLY RESOLVED, that the agreement shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor or his designee, and delivered to the INL.

2014
MEMORANDUM OF UNDERSTANDING ON COOPERATION
BETWEEN
THE BUREAU OF INTERNATIONAL NARCOTICS
AND LAW ENFORCEMENT AFFAIRS OF THE
DEPARTMENT OF STATE
AND
THE ATLANTA POLICE DEPARTMENT

I. Purpose

This Memorandum of Understanding on Cooperation (MOU) is entered into by and between the Department of State, Bureau of International Narcotics and Law Enforcement Affairs (INL) and the Atlanta Police Department (APD), herein referred to as the Participants, for the purpose of establishing a mutual framework governing the respective responsibilities of the Participants for cooperation related to training, advising, and mentoring international law enforcement personnel and/or to provide assistance for anti-crime efforts overseas. The purpose of these activities is to provide assistance to foreign governments relative to international criminal activities. INL's participation in these activities is authorized by Section 481 of the Foreign Assistance Act of 1961 (P.L. 87-195), as amended (FAA) (22 USC 2291 *et seq.*).

II. Scope

It is the intent of INL that the APD will provide, consistent with this MOU, training, mentoring, and advising on policing matters to international personnel (referred to as trainees). Achieving this goal will involve familiarizing INL personnel with the APD training offered to such trainees (international personnel) and familiarizing APD personnel with INL and its role in the provision of foreign assistance. The terms and conditions or operational plan for the provision of services by APD will be specified in attached addendum, as appropriate. It is the intent of the Participants that INL will pay for the costs of the services provided by APD.

III. Points of Contact

To provide for consistent and effective communication between the APD and INL, each Participant will appoint a Principal Representative to serve as its central point of contact on matters relating to this MOU.

The INL Principal Representative is: Walter Redman, Chief Police Advisor
Office (202)736-4910
Fax (202)-736-4515
Email: RedmanW@state.gov

The APD Principal Representative is: Major Erica Shields, APD
Office (404)546-6964
Fax (404)653-7975
Email: eshields@atlantaga.gov

IV. Procedures for Cooperation on Particular Projects and Activities

- A. Prior to committing or expending any funds in support of projects or activities under this MOU, the Participants, acting through the Principal Representative or authorized designee, will review and mutually approve such projects and activities proposed to be conducted under this MOU. Approval of a proposed project or activity will be contingent upon, among other considerations, the availability of appropriated funds to complete the project.
- B. Written proposals for particular projects and activities that are identified pursuant to the MOU must provide sufficient details (who, what, where, and when) on their intended goals, results, activities, performance measurements, and cost. Such projects and proposals will be sent via electronic email attachment to the Principal Representative(s) or his/her designee, with copies to the relevant INL program officer and the Embassy Point of Contact.
- C. Except when exigent circumstances require more immediate action, such proposals for projects and activities to be undertaken under this MOU should be submitted to the other Participant's principal representative for consideration and approval at least two weeks in advance of the proposed activity or project commencement date.

V. Responsibilities of the Participants

In undertaking projects and activities on which the Participants mutually agree as set forth in Section IV of this MOU, the Participants acknowledge that each has the following responsibilities:

A. Responsibilities of the Atlanta Police Department:

1. The APD will provide goods or services in accordance with the purpose, terms, and conditions of this MOU.
2. The APD will propose training or other projects based on an assessment of the needs of law enforcement forces in agreed upon key international environments, and will submit its concepts, including proposed curricula and training materials, to INL for approval.
3. The APD will ensure only authorized representatives provide services under this MOU and that all APD personnel selected to provide services pursuant to this MOU must first be approved by INL no less than 30 days prior to the start of work.
4. The APD will provide to INL monthly project status reports. APD will provide to INL a final report at the conclusion of the project, whether in Georgia or internationally. All reports will be sent via electronic email attachment to the INL Principal Representative or his/her designee, with copies to the relevant INL program officer and the Embassy Point of Contact.
5. The APD will submit all proposed curricula and other training materials to INL for approval. The APD will modify proposed training curricula to comply with INL program goals and foreign assistance guidelines. The APD is to notify INL of its intention to share any of its INL - specific curricula or training materials with other state or local U.S. law enforcement agencies prior to sharing this information and is to secure INL approval prior to sharing any curriculum or training materials with US federal government agency, foreign government or non - law enforcement agency.

6. The APD will coordinate all foreign travel through INL. All APD personnel identified to participate under this MOU must participate in a pre-deployment orientation and training course, which will be provided by INL.
7. Weapons are not necessary to carry out any projects under this MOU. The APD will ensure that APD personnel are instructed not to take or carry any firearms while traveling to foreign countries in connection with activities under this MOU unless agreements have been reached authorizing such carry. No weapons may be brought into any country without the advance written approval of INL and Diplomatic Security. The APD will ensure that APD personnel are made aware they have no privileges or immunities from civil or criminal liability under foreign local law when in a foreign country in connection with activities undertaken in connection with this MOU.
8. The APD is to provide the following under the terms of this MOU:
 - a) Salaries (including overtime and holiday pay), benefits, and insurance (including travel and medical insurance while abroad) of all APD personnel;
 - b) Personnel;
 - c) Equipment, supplies, uniforms, and gear for all APD personnel;
 - d) Training supplies and equipment needed to administer INL sponsored training;
 - e) Travel immunizations, antimalarials or other travel related medicine; and
 - f) Ground transportation to/from airport in Georgia;
9. Prior to the commencement of each INL sponsored project, the APD will submit to the INL principal representative, or his or her designee, a comprehensive budget that reflects a per day rate for APD personnel, supplies and equipment costs, so that INL can determine if sufficient funds have been appropriated to cover these costs under the terms of Section V (B) (1)(a)-(f).
10. The APD will participate with INL and its representatives in regularly scheduled meetings in order to facilitate communications pursuant to this MOU.

11. The APD will allow all cleared INL personnel and representatives unrestricted access to all training venues.

B. Responsibilities of the Bureau of International Narcotics and Law Enforcement Affairs:

1. INL or the relevant U.S. Embassy will pay all costs and fees associated with:
 - a) Travel, lodging, ground transportation, and per diem costs for APD personnel deployed to provide training, mentoring, and advisory services on INL police training programs;
 - b) Travel, lodging, ground transportation and per diem for any INL personnel visiting the APD training in connection with this MOU;
 - c) Training supplies and equipment needed to administer INL sponsored training;
 - d) The costs associated with Section V(A)(8)(a)-(f) and included in the approved budget provided by the APD to INL under Section V(A)(9).
 - e) Travel immunizations, antimalarials or other travel related medicine; and
 - f) Ground transportation to/from airport;
2. INL will request country clearances for any APD personnel being considered for travel to a foreign country in connection with activities under this MOU.
3. INL will train APD personnel on international and local police standards as applicable, INL programs, country profiles, and foreign assistance goals. INL will assist the APD with modifying its deliverables to meet the particular needs of an identified country.

4. When available and appropriate, INL will allow APD personnel to share office space at facility locations where INL police program contractors and personnel are stationed. When available and appropriate, INL will allow the APD personnel to utilize police program ground transportation and force protection while deployed overseas in a manner negotiated beforehand.
5. INL will be responsible for trainee candidate vetting required pursuant to U.S. law, including section 620j of the Foreign Assistance Act of 1961, as amended. No trainee candidate is eligible to receive training, advice, or mentoring from the APD until successfully vetted by INL.
6. INL will obtain from each trainee candidate, prior to his/her training with the APD, a certification that he/she is in good health and able to participate in all training sessions.
7. Prior to obtaining a travel visa for a trainee candidate, INL will require the trainee to provide proof of medical insurance, or traveler's medical insurance, or a signed statement by their government agency assuming responsibility for any medical expenses incurred when traveling to or participating in training at/with the APD.
8. INL will provide the APD with a copy of unclassified assessments, reports, or other unclassified information necessary to provide an effective program.
9. INL will be responsible for the overall development and management of the training, mentoring, and advising programs for each country in the region.

VI. Fiscal Terms

This MOU does not obligate any funds. The Participants will cover their own costs, except as provided for in Section V(A)(8) or as outlined in other parts of this MOU. INL will authorize reimbursement of costs, as outlined in this MOU, before each training course or activity in written form. INL payments under Section V(A)(9) will occur periodically and/or at the conclusion of each project and upon submission of invoices by the APD to INL. The APD will supply INL with the necessary account information to verify the accuracy of the invoices and to affect the transfer of funds from INL or the relevant U.S. Embassy to APD accounts.

All expenses are to be paid directly to the traveler by the Participant responsible for covering such costs as agreed to under Sections V(A)(8) and V(B)(1) of this MOU for each project or activity agreed under the procedures set forth in Section IV(A).

VII. Financial Accounting

The Participants will maintain separate billing and accounting systems to track internal costs associated with activities undertaken under this MOU.

VIII. Applicable Laws

This MOU and all documents and actions pursuant to it will be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all work undertaken by the APD in connection with this MOU will be consistent with APD and INL policies and procedures. At all times, APD personnel will respect host nation law.

IX. Dispute Resolution

In the event of a dispute between the Participants, INL and the APD will resolve that dispute in an informal fashion through consultation and communication. In the event such measures fail to resolve the dispute, they will refer it for resolution to the appropriate officials, as agreed to by both Participants.

X. Liability

The Participants understand that neither INL nor the United States Government (USG) bears any responsibility or liability for claims brought against the State of Georgia, the APD or its employees in connection with work performed or goods supplied by APD or its employees in connection with this MOU.

XI. Public Information

A. In general, INL is responsible for all information released to the public about this MOU and projects and activities undertaken in connection with this MOU. The APD will seek and obtain approval from INL before making any public statement regarding work contemplated, undertaken, or completed pursuant to this MOU, except that the APD may make public announcements and respond to all inquiries relating to APD's ordinary procurement and contract award and administration process without obtaining such prior approval.

B. Justification and explanation of INL's programs before Congress, and agencies, departments, and offices of the Federal Executive Branch will be the sole responsibility of INL. The APD is to provide, upon INL's request, any information necessary to support INL's justifications or explanations of INL programs conducted under this MOU.

XII. Other Terms and Conditions

- A. An original of this MOU is to be returned to INL by the APD with original signatures. Duplicate signatures will not be accepted. One original with original signatures is for the APD; the other for INL.
- B. The APD will comply with all INL procurement policies and procedures, to include End Use Monitoring Reporting, when providing equipment to host governments. Information on these policies is available at <http://inl-pa.state.gov> . The APD understands that before providing equipment or commodities to any host government, it is to obtain approval from INL.
- C. The APD will expeditiously initiate and complete the activities under this MOU.

- D. This MOU may be amended if both participants consent, in writing, or terminated by either Participant upon serving written notice to the other Participant. If the MOU is terminated, the termination will be effective upon the sixtieth calendar day following notice.
- E. When arranging air travel, INL will use travel guidelines set forth in 14 FAM Sections 584.4, 584.5, 566, 567.2-1, and 567.2-2 through 567.2-5. INL will pay direct for travel accommodations and routing by the most direct and economical means.
- F. The APD will work with INL and with U.S. Embassies in the host and regional participating countries to ensure compliance with the prohibition on assistance to drug traffickers contained in Section 487 of the FAA. In particular, the APD must ensure that individuals receiving training financed under this MOU sign the participant certification on narcotics offenses and drug trafficking provided to the APD by INL.
- G. Limitations on assistance to security forces contained in Section 620J of the FAA apply to projects and activities undertaken in connection with this MOU. Section 620J requires that no USG foreign assistance be furnished to any unit of the security forces of a foreign country if the Secretary of State has credible evidence that such unit has committed gross violations of human rights. Training by the APD of units or individuals may not proceed until an appropriate vetting clearance is received from the Department of State.
- H. INL will have the right to conduct inspections of each project.
- I. This MOU will not affect any pre-existing or independent relationships or obligations between INL and the APD.
- J. Survival: The provisions of this MOU which require performance after the expiration or termination of this MOU will remain in force notwithstanding the expiration or termination of this MOU.

DRAFT Appendix to the MOU – (Date TBD On or about June 15, 2014)
Terms of Reference (TOR)
Bureau of International Narcotics and Law Enforcement Affairs (INL)
and the Atlanta Police Department (APD)

APD Officers at ILEA San Salvador

Background:

The Department of State (DOS) is committed to reducing hate crimes or activities in which a perpetrator targets a victim because of his or her perceived membership in a certain social group. Examples of such groups include: racial group, religion, ethnic/national origin, gender, age, disability or sexual orientation. Generally referred to as bias-based motivated crimes, behavior that targets a victim because of a bias toward a member of a social group is a major issue for police because of the unique impact on victims as well as the community. Victims of hate crimes are targeted because of a core characteristic of their identity. These attributes cannot be changed. Victims often feel degraded, frightened, vulnerable, and suspicious and are often unwilling to report bias-based crimes out of fear of reprisal.

Members of the lesbian, gay, bisexual, and transgender (LGBT) community are particularly vulnerable to being targeted by perpetrators because of their perceived or actual membership in a social group. According to the Inter-American Commission (IACHR), in July 2013 alone, there were 23 murders committed against trans gender persons or those perceived as such in Brazil, Colombia, Honduras, Jamaica, Mexico, Paraguay, Peru, Venezuela, and the United States. Most of these victims were less than 35 years of age, a majority of them being under 25. The IACHR also reported a rise in negative discourse by public officials in different OAS Member States against lesbian, gay, trans, bisexual and intersex persons, and against those who defend their rights. As the Inter-American Court has stated, even when official speech might not have authorized, instigated, ordered, instructed, or directly promoted the violence against victims, it may often put them in a situation of greater vulnerability before the State and some sectors of society.

Law enforcement can play a vital role in helping reduce violence targeted toward individuals that are perceived or actual members of a certain social group. Persistence of issues including violence against members of certain social groups, including the LGBT community, has led the DOS to recommend developing a training course that is targeted to Latin American countries.

The International Law Enforcement Academy (ILEA) Program in San Salvador has identified bias-based crimes training as a priority course of instruction. Training will cover bias-based crimes, and encourage reporting on these issues as well.

On October 19, 2011 the Department of State, Bureau of International Narcotics and Law Enforcement Affairs (INL) and the Atlanta Police Department (APD) entered into a Memorandum of Understanding (MOU) establishing the framework for cooperation to support law enforcement and anti-crime efforts. INL now seeks to launch a training course under that MOU framework.

Objective and Mission of the APD:

INL proposes that the APD provide law enforcement training to ILEA student participants who are supervisory law enforcement managers covering bias-based crimes or related investigations. Specifically, the APD will deploy police training instructors/advisors to develop curriculum and conduct training as follows:

Training will be provided to supervisory law enforcement officers related to bias-based crime investigations. Training will cover the investigation and prosecution of bias-based crimes or incidents. Training will also cover first responder responsibilities and sensitivity issues that should be addressed, such as effective communication with victims/family members. Training will also cover issues / difficulties investigating bias-motivated violence and strategies to overcome these matters. Training will also leverage any resources or tools that will help lead to a successful investigation/prosecution of a bias-based crime.

Roles and Responsibilities of the APD Officers:

- The APD instructors will have no police powers in El Salvador. They will not serve in any law enforcement capacity and will not bring weapons into the country.
- The primary role of the APD instructors will be to develop a training program to train ILEA student participants in Hate Crime Investigations. The APD instructors will travel to El Salvador on or around June 15, 2014 to train officers from Jamaica, Colombia, Honduras, Guatemala, Mexico, and El Salvador at ILEA San Salvador.

- APD instructors will develop all course materials to deliver a four day course of instruction.
- The APD instructors will conduct all training in practices that are consistent with policing in a democratic society. All training curricula will receive INL approval prior to delivery.
- The APD training instructors will provide the services outlined below:
 1. **Training:** APD instructors will deliver training through scenario and action based learning approaches to about 35 law enforcement officials from Jamaica, Colombia, Honduras, Guatemala, El Salvador, and Mexico.
 2. **Train-the-Trainer:** APD instructors will ensure that the ILEA students are engaged in every aspect of the training delivery.
 3. **Testing and Evaluation:** Where appropriate, the ILEA will measure training effectiveness through survey testing and capability assessment.
- APD instructors will work in close coordination with the INL/C Program Officer, and the INL/CAP Representative.

Reporting Structure:

Upon arrival in San Salvador, the instructors will report to the ILEA Deputy Director (Miguel Rivera), contact info: telephone: +503-2555-8503 and email: miguel.rivera@ileass.org.sv. APD will designate one officer as the lead APD training instructor who will be the direct liaison officer to Mr. Rivera. All other instructors will report to the lead APD instructor. ILEA San Salvador will arrange transportation from the airport to the hotel (TBD); telephone: 36-1-486 5000.

APD instructors shall conduct all program activities, curriculum development and training under the direction of the INL/C Program Officer and INL/CAP Representative.

Duty Hours:

Duty hours are 8 AM to 5 PM, Monday through Friday. The APD instructors will follow these duty hours while at the ILEA training facility. ILEA San Salvador can provide transportation to and from ILEA.

APD Dress Code/Equipment:

- Khaki Pants
- Polo Shirts (INL funded/ordered by APD) representing APD.
- Business casual dress attire will be needed on graduation day, which will include a class picture.
- Class presentations for the instructor need to be brought on a thumb drive. Any PowerPoint presentations for the class need to be on a thumb drive and sent to the ILEA in April for translation.

Training of APD Instructors

Prior to deployment to San Salvador, INL/CAP will send out an instructor for pre-deployment orientation and training for the APD officers to prepare them for the overseas assignment. The training will be held in an agreed upon APD location. Costs will be covered by INL. APD needs to provide an agreed upon timeframe for training the officers.

Salary, Travel, and Other Costs:

In accordance with the MOU, the APD will submit to the INL principal representative (or his designee) and to the INL/C Program Officer, a budget that reflects a per-day rate for APD personnel providing advisory, curriculum development, and instructor assistance, so that INL can determine if sufficient funds have been appropriated to cover these costs under the terms of Section V (B) (1) (a)-(f) in the MOU.

The APD will supply the INL Program Officer with the necessary accounting details (i.e. receipts, explanation of charges, etc.) required to support the invoice claims, as well as account details or instructions to affect the transfer of funds from INL or the U.S. Embassy to APD accounts. INL payments under Section V (A) (9) of the MOU will occur at the conclusion of the deployment and/or upon submission of monthly invoices by the APD to INL. The APD will supply the INL with the necessary account information to verify the accuracy of the invoices and to affect the transfer of funds from INL or the U.S. Embassy to APD accounts.

- Travel - All travel related expenses are to be paid directly to the traveler by the APD. The APD will be reimbursed by INL, as agreed to under Sections V (A) (8) and V (B) (1) of the MOU for this mutually approved project.

- APD will coordinate travel to San Salvador through INL as outlined in the MOU. INL will request country clearances for any APD personnel designated to travel in connection with the activities outlined under the MOU.

APD officers traveling to San Salvador will fall under Chief of Mission (COM) authority. The APD will coordinate timing of travel to San Salvador through the INL Program Officer, INL/CAP Representative, and ILEA Management. APD officers can travel on regular (blue cover) passports to San Salvador and there are no visa requirements. Once deployed in San Salvador, APD officers shall not travel outside of San Salvador without express consent and notification to the INL Officer at the U.S. Embassy. Costs related to passports and visas are reimbursable travel expenses.

Lodging and Per Diem Costs

The Department of State Standardized Regulations (DSSR) governs allowances and benefits available to U.S. Government civilians assigned to foreign areas. Allowances are calculated based on the rates included in DSSR Section 920. The DoS Bureau of Administration, Office of Allowances (A/OPR/ALS) routinely reviews and adjusts all allowances covered by DSSR. The allowance rates for San Salvador are subject to change, and the rates noted below are current as of the date of this document. See <http://aoprals.state.gov> for details and current allowance rates.

- Each APD officer deployed to San Salvador will be eligible for the current rate of \$93 per day for Meals and Incidental Expenses (M&IE). The rate is subject to change.
- Each APD officer deployed to ILEA San Salvador will be eligible for the current rate of \$128 per day for the maximum lodging rate. The rate is subject to change.
- APD shall include salary and all applicable allowances (i.e. M&IE portions of per diem) as separate line items on the invoices submitted to INL for reimbursement.

Life Support During One-Week Deployment

ILEA San Salvador will provide in-country support, to include assistance in identifying and locating appropriate lodging, and access to Embassy services to include the medical unit if needed.

Program Continuity

This program will last for no more than four days.

Subject: TOR for APD Deployment

Drafted: INL/C - NNightingale, X 2-9626
INL/CAP- MJackson 4-1446

Cleared: INL/C - JKoogler()
INL/CAP - MGreenstein ()
INL/CAP - SFields()
APD - EShields ()

Attachment: resolution san salvador training MOU (14-R-3183 : enter into MOU with US state department to provide training in San Salvador)

Domestic Violence and Sexual Assault Training in Budapest

Day 1 Agenda

Understanding the Hate Crimes Issue

- Introductions and overview
- Request that participating countries provide definition of Hate Crimes in their respective countries.

Day 2 Agenda

Hate Crimes Investigations

Day 3 Agenda

Obstacles / Barriers to Hate Crime Investigations

LE resources to address the problem

Day 4 Agenda

Specific LGBT issues

Panel discussion with LGBT Experts

The APD will provide _____ trainers to provide the services.

Legislative White Paper

Committee of Purview: Public Safety

Caption: A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF STATE (“STATE DEPARTMENT”), BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS (“INL”), ON BEHALF OF THE CITY OF ATLANTA (“CITY”), FOR THE PROVISION OF TRAINING BY ATLANTA POLICE OFFICERS ON BIAS BASED CRIME POLICE INVESTIGATIONS IN DEMOCRATIC SOCIETIES, AT THE INTERNATIONAL LAW ENFORCEMENT ACADEMY IN SAN SALVADOR (“ILEA”), AND FOR OTHER PURPOSES.

Council Meeting Date: 17 February 2014

Legislation Title: Enter intergovernmental agreement with the U.S. State Department for the provision of training by Atlanta Police officers at the International Law Enforcement Academy in San Salvador, El Salvador.

Requesting Dept.: Police

Contract Type: Intergovernmental Agreement

Source Selection: N/A

Bids/Proposals Due: N/A

Invitations Issued: N/A

**Number of Bids/
Proposals Received:** N/A

Bidders/Proponents: N/A

Background: The U.S. State Department has requested APD officers provide training at the International Law Enforcement Academy in San Salvador on bias-based crimes in democratic societies.

Fund Account Center: The relevant FAC will be those used for the salary and benefits of the selected officers.

Source of Funds: Reimbursement by State Department

Fiscal Impact: None

Term of Contract: N/A

Method of Cost Recovery: Reimbursement by the U.S. State Department

Approvals:

DOF:

DOL:

Prepared By: Investigator Kurt Braunsroth

Contact Number: 404-546-4266

Attachment: resolution san salvador training MOU (14-R-3183 : enter into MOU with US state department to provide training in San Salvador)