



September 4, 2018

Sue Loeffler, Director
DeKalb County Emergency Management Agency
1950 West Exchange Place
Tucker, GA 30084

Dear Director Loeffler,

Congratulations! Your department has been awarded funds from the Urban Area Security Initiative (UASI) Program in the amount of **\$343,908.01** for the following program area:

- Sustaining your Law Enforcement Operations Program for GY2016, valued at an estimated \$343,908.01;

These funds are subject to the execution of the appropriate documents and reporting requirements. Please sign pages 8, and 9 (Exhibit C) and have the appropriate officials execute page 8, and return three originals to us at International Tower, 229 Peachtree St NE, Suite 100, Atlanta, GA 30303.

Thank you for your commitment and support of this program. Should you have any questions, please contact me at 404-567-0351 or gmason@atlantaregional.org

Sincerely,



Gregory R. Mason
Atlanta UASI, Program Director

Enclosure (3 originals)

cc: Chief James Conroy
Captain Greg Ivanov
Antoinette Williams

The Atlanta UASI program is governed by
Department of Homeland Security (DHS)
FOR OFFICIAL USE ONLY - (FOUO)

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Homeland Security & Recovery Group, Atlanta Regional Commission
International Tower, 229 Peachtree Street NE Suite 100 | Atlanta, Georgia 30303-2538

**Memorandum of Understanding
between
Atlanta Regional Commission
and
DeKalb County**

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2018 by and between the Atlanta Regional Commission (“ARC”), an instrumentality created and existing under the laws of the state of Georgia with a principal place of business located at International Tower, 229 Peachtree Street Ste 100, Atlanta, Georgia 30303, hereinafter referred to as “ARC” and DeKalb County a political subdivision or agency of the state of Georgia (the “Recipient”) with a principal place of business located at 1950 West Exchange Place, Tucker, Georgia 30084.

WITNESSETH:

WHEREAS, Atlanta Urban Area Security Initiative (“UASI”) has been 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 and Homeland Security Agency (“GEMA/HS”); 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 received grant funding from the Grant Year 2016 (GY16) Homeland Security Grant Programs (“HSGP”) administered by DHS to GEMA/HS on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

WHEREAS, UASI is now a Group within ARC (known as the Homeland Security and Recovery Group) (“HSRG”); and

WHEREAS, Recipient has requested \$343,908.01 from GY’16 funds for enhancement of Law Enforcement capabilities;

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 2016 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:
https://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost (attached).

Exhibit E. 2016 Grantee-Subgrantee Agreement by and between GEMA and ARC dated September 1, 2016 (a copy of which is available for inspection at ARC'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 ARC's office).

2. **Project Scope.** The project (the "Project") which is the subject matter of this Agreement is described in Exhibit D, attached hereto and made a part hereof. The Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of the UASI program. Recipient agrees to coordinate as necessary or desirable with other jurisdictions which are a part of the regional system to ensure maximum benefit to the region as a whole.

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 agrees to make same available to another local jurisdiction at ARC'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. By its acceptance of the goods or equipment provided hereunder, Recipient covenants and agrees to actively participate in any regional exercises which contemplate or require the use of such goods or equipment.

3. **Cost.** All costs associated with the Project shall be paid by ARC 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 may be an approximation of the total cost of the Project but may not necessarily reflect the final actual cost of same. At the conclusion of the Project, ARC 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. In addition to the terms and conditions expressed in Paragraph 2 hereinabove, Recipient agrees that should all or any portion of the grant funds used for or in connection with the project described herein subsequently be disallowed for any reason by DHS, GEMA/HS or any other concerned funding agency (whether by virtue of audit or otherwise), then, in that event, upon demand, Recipient either shall return the equipment purchased with such disallowed funds in good condition (allowing for reasonable wear and tear) or reimburse ARC in cash for the fair market value of such equipment (or services).
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 (specifically including 2 CFR Part 200, Subpart F), Financial Regulations and Guides, National Initiatives, and Special Conditions.
5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor's or subcontractor's new employee's work eligibility through a federal work authorization program. Further, the parties agree to comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.
6. **Procedures for Handling Critical Infrastructure Information ("PHCII").** Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information ("CII") that enjoys protection under the

Critical Infrastructure Information Act of 2002 ("CII Act"). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information ("PHCII") (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information ("PCII") are responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any "PCII" markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement.

7. **Nondisclosure of Confidential Information.** In the furtherance of this Agreement, it may be necessary or desirable for ARC to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and ARC 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 ARC, 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 ARC and that ARC has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by ARC 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 ARC 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 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. ARC:

Greg Mason, Program Administrator
Homeland Security & Recovery Group
Atlanta Regional Commission
International Tower
229 Peachtree Street, NE Suite 100
Atlanta, GA 30303
Office: 470-378-1662
GMason@atlantaregional.org

b. Recipient:

Sue Loeffler, Director
DeKalb County Emergency Management Agency
1950 West Exchange Place
Tucker, GA 30084
Office: (678) 406-7768
svloeffl@dekalbcountyga.gov

Notices are effective upon receipt by a party.

9. **Termination:**

a. **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.

b. **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 ARC 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 ARC as of that moment. The certification by the Director of GEMHSA 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.

Approved as to Legal Form:

Smith, Bassett, Purcell & Koenig

By: [Signature]
Partner, Harvey M. Koenig

Date: 8-31-18

ARC
By: [Signature]
Title: Program Administrator, Homeland Security and Recovery Group, Gregory R. Mason

Date: 08/30/18

By: _____
Title: Executive Director, ARC, Douglas R. Hooker

Date: _____

By: _____
Title: Chairman, ARC, W. Kerry Armstrong

Date: _____

DeKalb County

By: _____
Title: CEO, DeKalb County Board of Commissioners, Michael Thurmond

Date: _____

By: _____
Title: Clerk of the CEO and Board of Commissioners, Barbara Sanders

Date: _____

Approved as to Substance

By: _____
Title: Director, DeKalb County Emergency Management Agency, Sue Loeffler

Date: _____

By: _____
Title: Chief of Police, DeKalb Police Department, James W. Conroy

Date: _____

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 LEOPs Equipment List GY2016

DEKALB COUNTY POLICE DEPARTMENT

APPLICANT (AGENCY/DEPARTMENT): DeKalb County Police Department

Jurisdiction: DeKalb County

Contact at Agency: Captain Greg Ivanov

Phone Number: (678) 614-3706

Email: givanov@dekalbcounty.com

LEOPs Equipment List

Grant Year 2016

MOU NUMBER: UAS10034

GAN NUMBER: EMW-2016-SS-00007-S01

Project Type: Sustaining Existing Capabilities

COST ESTIMATE

EQUIPMENT DESCRIPTION	QUANTITY	ESTIMATED COST (\$)	ESTIMATED TOTAL COST (\$)
CI/KR Surface Pro/Keyboard/hardcase/GoPro/ keyboard/pen	1	\$ 2,047.00	\$ 2,047.00
EOD Robot Telemax Pro w/wheels in bag/rechargeable battery/night vision camera/zoom w LED	1	\$ 253,016.83	\$ 253,016.83
IP Mesh Repeater/Pan lower arm	1	\$ 51,854.26	\$ 51,854.26
Mapping System/Video Aiming Device	1	\$ 30,489.92	\$ 30,489.92
Onsite Training	1	\$ 6,500.00	\$ 6,500.00
SUB-TOTAL:			\$343,908.01
GRAND TOTAL:			\$343,908.01