

MAYOR & COUNCIL AGENDA COVER SHEET

MEETING DATE:

June 1, 2009

CALL TO PODIUM:

Skip Lanham
Emergency Management Coord.
Police Department

RESPONSIBLE STAFF:

Chief John King
Skip Lanham, Police Department
Lynn Board, City Attorney
Harold Belton, Director of F&A

AGENDA ITEM:

(please check one)

<input type="checkbox"/>	Presentation
<input type="checkbox"/>	Proclamation/Certificate
<input type="checkbox"/>	Appointment
<input type="checkbox"/>	Public Hearing
<input type="checkbox"/>	Historic District
<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Policy Discussion
<input type="checkbox"/>	Work Session Discussion Item
<input type="checkbox"/>	Other:

PUBLIC HEARING HISTORY:

(Please complete this section if agenda item is a public hearing)

Introduced	
Advertised	
Hearing Date	
Record Held Open	
Policy Discussion	

TITLE:
Resolution of the Mayor and City Council Authorizing the City Manager to Execute a Memorandum of Understanding Between Gaithersburg, Rockville, Takoma Park and Chevy Chase Village for Emergency Operations Plan Development

SUPPORTING BACKGROUND:
The Metropolitan Washington Council of Governments (COG) offered FY2007 Urban Area Security Initiative (UASI) funds from the U.S Department of Homeland Security to local governments for emergency preparedness, response and recovery. The Gaithersburg Police Department received \$225,402 to be used for contractual services. Dewberry & Davis, LLC. will be contracted to develop Emergency Operations Plans (EOP) for Gaithersburg, Rockville, Takoma Park and Chevy Chase Village.
Dewberry & Davis, LLC. is currently under contract with Montgomery County and is in the process of finalizing their EOP. This will ensure the efficient integration of the municipal EOP's with the plan for Montgomery County, in order to facilitate coordinated preparedness, response, and recovery operations. The EOP's will include both base plans and Emergency Support Function Annexes for which the municipalities have significant responsibilities. The EOP's will ensure that the municipalities are able to fully and meaningfully collaborate with Montgomery County and other jurisdictions in the region on regional planning and response efforts.
The Memorandum of Understanding (MOU) will ensure that all work is completed consistent with the terms of the COG grant, to Gaithersburg, and EOP contract between Gaithersburg and Dewberry & Davis, LLC.

DESIRED OUTCOME:
Vote on Resolution

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN
GAITHERSBURG, ROCKVILLE, TAKOMA PARK AND CHEVY CHASE VILLAGE FOR
EMERGENCY OPERATIONS PLAN DEVELOPMENT

WHEREAS, The Mayor and Council have identified the need to develop Emergency Operations Plans to sustain City services to the community in the event of an emergency including natural disasters and man-made incidents – accidental and intentional; and

WHEREAS, The Mayor and Council have determined that it is in the best interest of the citizens of Gaithersburg to participate with Montgomery County and other Montgomery County municipalities in the development of a collaborative Emergency Operations Plans; and

WHEREAS, a funding grant has been awarded and a contract approved to develop Emergency Operations Plans for the Gaithersburg, Rockville, Takoma Park and Chevy Chase Village municipalities:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Gaithersburg that the City Manager is authorized to execute a Memorandum of Understanding between the Gaithersburg, Rockville, Takoma Park and Chevy Chase Village municipalities to ensure compliance with funding grant and contract terms.

ADOPTED by the Mayor and City Council this 1st day of June 2009.

SIDNEY A. KATZ, MAYOR and
President of the Council

THIS IS TO CERTIFY that the foregoing
Resolution was adopted by the City Council
in public meeting assembled on the 1st day
of June 2009.

Angel Jones, City Manager

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered this ____ day of June, 2009, by and among the CITY OF GAITHERSBURG, a municipal corporation of the State of Maryland (“Gaithersburg”), the CITY OF ROCKVILLE, a municipal corporation of the State of Maryland (“Rockville”) the CITY OF TAKOMA PARK, a municipal corporation of the State of Maryland (“Takoma Park”), and CHEVY CHASE VILLAGE, a municipal corporation of the State of Maryland (“Chevy Chase”).

WHEREAS, the Government of the District of Columbia Homeland Security and Emergency Management Agency has awarded a FY07 Urban Areas Security Initiative subgrant to Gaithersburg in the amount of Two Hundred Twenty-Five Thousand Four Hundred Two Dollars (\$225,402.00) for Emergency Operations Planning for Montgomery County Municipalities (hereinafter “Grant”); and

WHEREAS, the Grant is intended to fund a contract with a consultant to develop Emergency Operations Plans (“EOP”) for Gaithersburg, Rockville, Takoma Park and Chevy Chase that are consistent and integrated with Montgomery County’s EOP in order to facilitate coordinated preparedness, response and recovery operations; and

WHEREAS, the parties hereto wish to enter an agreement to authorize Gaithersburg accept the Grant, to hire a consultant to develop said EOP plans for all of the parties to this Memorandum of Understanding, and to manage and coordinate the expenditure of the Grant funds for the consultant’s services.

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING (“MOU”) WITNESSETH, that for and in consideration of the above recitals, which are hereby incorporated and made a part of the MOU, the mutual promises set forth herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Gaithersburg is hereby authorized to accept and administer the Grant on behalf of itself, Rockville, Takoma Park and Chevy Chase.
2. The parties hereto acknowledge that Gaithersburg intends to award a contract to Dewberry and Davis, LLC (hereinafter “Dewberry”) to develop EOP plans for all of the parties hereto and each parties consents to Dewberry as the consultant to perform the Scope of Work, attached hereto as Exhibit “A” and incorporated herein by reference (“Scope of Work”), under the Grant.

3. The parties hereto agree that each jurisdiction shall work directly with Dewberry for the development of that jurisdiction's EOP plan and that Gaithersburg shall have no liability or responsibility, other than for payments required to Dewberry as funded by the Grant, for the work Dewberry performs on any jurisdiction's EOP plan.
4. Each party hereto acknowledges and agrees that Gaithersburg shall not be responsible for any costs incurred for development of any party's EOP plan that exceeds the amount of the Grant funds.
5. Each party hereto agrees to provide to Gaithersburg any and all documentation necessary for the receipt and payment of funds under the Grant or required for Gaithersburg to fulfill any audit requirements under the Grant.
6. This Memorandum of Understanding shall terminate upon completion of the Scope of Work and any Grant requirements.
7. Each party shall waive any and all claims against any other party hereto which may arise out of the development and implementation of EOP plans under this Memorandum of Understanding.
8. This Memorandum of Understanding shall be construed in accordance with the laws of the State of Maryland.
9. No provision of this Memorandum of Understanding may be changed, amended, modified, waived, or discharged except in writing signed by the parties hereto.
10. This Memorandum of Understanding constitutes the entire agreement between the parties hereto and supersedes any prior oral or written agreement between them respecting the subject matter hereof. There are no representations, understandings, or agreements between the parties relating to the subject of this Memorandum of Understanding which are not expressed herein.

The above terms and conditions are hereby accepted and agreed to this ____ day of _____, 2009.

CITY OF GAITHERSBURG

By: _____
Title: _____

CITY OF ROCKVILLE

By: _____
Title: _____

CITY OF TAKOMA PARK

By: _____
Title: _____

CHEVY CHASE VILLAGE

By: _____
Title: _____

DRAFT