

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: Finance/Executive

Chief of Staff Deadline: 26 September

Anticipated Committee Meeting Date(s): 14-15 October

Anticipated Full Council Date: 20 October

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

ME

∞ Chief Information Officer Signature (IT Procurements) _____

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SOLE SOURCE AGREEMENT FC-7730 WITH AT&T CORPORATION, NATIONAL INFORMATION SYSTEMS ("AT&T"), FOR A ONE YEAR TERM, FOR SERVICES TO IDENTIFY AND ANALYZE TELECOMMUNICATIONS DATA PROPRIETARY TO AT&T, IN SUPPORT OF LAW ENFORCEMENT EFFORTS, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY ONE THOUSAND, FOUR HUNDRED THIRTY DOLLARS (\$121,430); ALL COSTS SHALL BE CHARGED TO AND PAID FROM A HIGH INTENSITY DRUG TRAFFICKING AREA ("HIDTA") GRANT FROM THE OFFICE OF NATIONAL DRUG CONTROL POLICY ("ONDCP"): FROM 2501 (INTERGOVERNMENTAL GRANT FUND); 240101 (GENERAL LEDGER DEPARTMENT: APD CHIEF OF POLICE; 5212001 (EXPENSE ACCOUNT: CONSULTING/PROFESSIONAL SERVCIES); 1320000 (FUNCTION ACTIVITY NUMBER: CHIEF EXECUTIVE); 211742 (GENERAL LEDGER PROJECT: 2014 HIGH INTENSITY DRUG TRAFFICKING AREA); 32187 (GENERAL LEDGER FUNDING SOURCE: HIGH INTENSITY DRUG TRAFFICKING AREAS 2014 GRANT); 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: [Signature] 9-26-14
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

A RESOLUTION

BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SOLE SOURCE AGREEMENT FC-7730 WITH AT&T CORPORATION, NATIONAL INFORMATION SYSTEMS (“AT&T”), FOR A ONE YEAR TERM, FOR SERVICES TO IDENTIFY AND ANALYZE TELECOMMUNICATIONS DATA PROPRIETARY TO AT&T, IN SUPPORT OF LAW ENFORCEMENT EFFORTS, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY ONE THOUSAND, FOUR HUNDRED THIRTY DOLLARS (\$121,430); ALL COSTS SHALL BE CHARGED TO AND PAID FROM A HIGH INTENSITY DRUG TRAFFICKING AREA (“HIDTA”) GRANT FROM THE OFFICE OF NATIONAL DRUG CONTROL POLICY (“ONDCP”): FROM 2501 (INTERGOVERNMENTAL GRANT FUND); 240101 (GENERAL LEDGER DEPARTMENT: APD CHIEF OF POLICE; 5212001 (EXPENSE ACCOUNT: CONSULTING/PROFESSIONAL SERVICIES); 1320000 (FUNCTION ACTIVITY NUMBER: CHIEF EXECUTIVE); 211742 (GENERAL LEDGER PROJECT: 2014 HIGH INTENSITY DRUG TRAFFICKING AREA); 32187 (GENERAL LEDGER FUNDING SOURCE: HIGH INTENSITY DRUG TRAFFICKING AREAS 2014 GRANT); AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta High Intensity Drug Trafficking Area Task-Force (“Atlanta HIDTA”) has the purpose of disrupting and dismantling illegal drug trafficking operations affecting the metropolitan Atlanta area; and

WHEREAS, as per Resolution 05-R-0680, the Atlanta Police Department (“Department”) acts as the “pass through” agency for Atlanta HIDTA, including the task of disbursing payments for Atlanta HIDTA expenses using grants that are completely federally funded, and with no matching funds; and

WHEREAS, the White House Office on National Drug Control Policy (“ONDCP”) awarded grant award # G14GA0003A, with no matching funds, to the Department for Atlanta HIDTA, that was subsequently approved by Council and the Mayor through 13-O-1034; and

WHEREAS, the Atlanta Police Department (“Department”) desires to purchase services to identify and analyze telecommunications data proprietary to AT&T Corporation, National Information Systems (“AT&T”), as the “pass through” agency of Atlanta HIDTA, paying all costs with funds from grant award # G14GA0003A, which are sufficient to cover all the costs of the purchase; and

WHEREAS, AT&T is the sole vendor for the desired services to identify and analyze telecommunications data proprietary to AT&T, and the Chief Procurement Officer has authorized a sole source procurement in accordance with the City of Atlanta Code of Ordinances Section 2-1191; and

WHEREAS, the Chief of Police and the Chief Procurement Officer recommend that a sole source purchase for the desired services to identify and analyze telecommunications data proprietary to AT&T, with AT&T, in an amount not to exceed one hundred twenty one thousand, four hundred thirty dollars (\$121,430).

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute sole source agreement FC-7730 with AT&T, for the purchase of services to identify and analyze telecommunications data proprietary to AT&T, on behalf of the Department of Police acting as the “pass through” agency of Atlanta HIDTA, in an amount not to exceed one hundred twenty one thousand, four hundred thirty dollars (\$121,430).

BE IT FURTHER RESOLVED, that the term of the agreement is for one year.

BE IT FINALLY RESOLVED, that all costs shall be charged to and paid from a grant from the White House Office of National Drug Control Policy: 2501 (INTERGOVERNMENTAL GRANT FUND); 240101 (GENERAL LEDGER DEPARTMENT: APD CHIEF OF POLICE; 5212001 (EXPENSE ACCOUNT: CONSULTING/PROFESSIONAL SERVICES); 1320000 (FUNCTION ACTIVITY NUMBER: CHIEF EXECUTIVE); 211742 (GENERAL LEDGER PROJECT: 2014 HIGH INTENSITY DRUG TRAFFICKING AREA); 32187 (GENERAL LEDGER FUNDING SOURCE: HIGH INTENSITY DRUG TRAFFICKING AREAS 2014 GRANT).



CITY OF ATLANTA


Kasim Reed
Mayor

226 Peachtree Street, SW
Atlanta, Georgia 30303
(404) 546-6900

Atlanta Police Department
George N. Turner
Chief of Police

MEMORANDUM

TO: Mr. Adam Smith, Chief of Procurement
Department of Procurement

FROM: George N. Turner, Chief of Police 
Atlanta Police Department

DATE: August 20, 2014

SUBJECT: Request for a Sole Source Request Designation for AT&T Corporation

The Atlanta Police Department is requesting for AT&T Corporation to be recognized as a Sole Source for the City of Atlanta High Intensity Drug Trafficking Areas (HIDTA) Program. AT&T Corporation is one of the world's largest telecommunications corporations. They offer reliable, high-quality products and services and excellent customer care by creating innovative products and services for consumers and businesses. Atlanta HIDTA will pay in the amount of \$121,430 to provide the analytical services offered by AT&T needed for the Atlanta HIDTA Program. The term of this procurement is for one (1) year annual maintenance.

AT&T's analytical services aids the Atlanta HIDTA Investigative Support Center in accomplishing its mission of providing accurate, detailed, and timely tactical, investigative, and strategic intelligence analysis to drug law enforcement and other investigations and prosecutions supported by the Atlanta HIDTA and meeting the priorities of the HIDTA Executive Committee.

Based on the facts above, the Atlanta Police Department is requesting that the Department of Procurement grant AT&T as a Sole Source for the Atlanta HIDTA. AT&T is the only provider of the unique analytical services matching the need of the Atlanta HIDTA. These services aid HIDTA in the continuum of lawfully analyzing telecommunications data proprietary to AT&T for the investigations and prosecutions of individuals involved in drug trafficking.



NOTE: THIS IS NOT AN INVOICE, THIS IS ONLY A QUOTE

Hemisphere - 2015 Pricing
AT&T Pricing No. FY2014-0246 / eCRM No. 1-1WNZKYI
Period of Performance: Jul 01, 2014 through Jun 30, 2015

Description	2015	Total
Analytical Services (1 Year) July 1, 2014 through June 30, 2015	\$121,430	\$121,430
TOTAL	\$121,430	\$121,430

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Use or disclosure of the data contained on this sheet is subject to the restriction contained in FAR 3.104-5
and DFAR 252-227-7016.

**Analytical Services Statement of Work
Dated June 1, 2014**

1.0 Introduction

AT&T is pleased to provide this Analytical Services Service Statement of Work (SOW). For Official Use Only and contains proprietary, confidential, trade secret, or commercial information (PROPIN) owned by the AT&T.

2.0 Scope of Work

AT&T shall provide certain data and reports to the Government Agency, as specified in section 3.0 Tasks. The data that will be provided to the Government Agency is limited to telecommunications information and records and analysis thereof. In addition to the items provided in section 3.0 Tasks, AT&T shall provide expedited processing of information requested by compulsory legal requests (collectively referred to as Legal Process) regarding telecommunications information and records under the AT&T's ownership or control.

3.0 Task

3.1 Task Area 1: Telecommunications Analysis Support to Government Agency

AT&T shall provide the following:

- a. AT&T will provide telecommunications analysis services to Government off-site, as mission requirements dictate.
- b. AT&T will receive the Legal Process, enter and retrieve the data at a non-customer location.

3.2 Task Area 2: Call Detail Records (CDRs¹) Telecommunications Information to the Government Agency

¹ A CDR has been defined as:

Any record (except a record pertaining to content) maintained by an electronic communication service provider identifying the telephone numbers called from a particular telephone or attributable to a particular account for which a communication service provider might charge a service fee. The term includes but is not limited to all records maintained of individual calls made from a particular telephone or attributed to it that are or could be the subject of a particularized charge depending upon the billing plan offered by the provider and accepted by the customer. In order words, the term is broad enough to cover all records of calls from or attributed to a particular number regardless of whether, in fact, a separate charge is assessed for each call.

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AT&T shall provide the following:

a. AT&T will interpret and transform the Government Agency's requested CDRs into suitable format along with ensuring accurate technical interpretation to meet the Government Agency's requirements.

b. AT&T will provide CDRs from the following types of records requested by Legal Process within the scope of this SOW:

- Long Distance CDR
- International CDR
- Local CDR
- Cellular CDR
- VoIP CDR
- SMS transition records (no content)

c. AT&T will have the ability to provide (and shall perform as specifically requested) as the data obtained by Legal Process permits, the following types of analysis:

- Analysis of frequently dialed contacts
- Analysis of commonality between CDRs.
- Analysis of International contacts
- Normalization of international numbers so the numbers meet ITU-T E.164 standards (normalization)
- Recommendation of possible new phone number when the original phone has dropped (dropped phone analysis)
- Recommendation of possible additional phones when it is suspected that the target of the investigation is using multiple phones (additional phone analysis)
- Penlink CDR analysis to include:
 - Target summary reporting
 - Target dialed frequency reporting
 - Common calls report
 - Penlink archived calls
 - 12 Format Record
 - 12 Link Charting
 - Link chart that charts requested CDRs
 - Geotime geospatial mapping
- Target Deconfliction
- Storage of CDRs for deconfliction purposes

Note: CDRs delivered under this section shall not contain content as that term is defined in applicable U.S. law. The CDRs delivered under this section also shall not contain cell-site location data unless requested by Legal Process as allowed by applicable law.

Matter of Grand Jury Subpoenas to Southwestern Bell Mobile Systems, Inc. 894 F. Supp. 355, 356(W.D. Mo. 1995).

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- d. The appropriate Legal Process shall be used for the Government Agency to obtain information from AT&T.
- e. AT&T will provide all required system equipment. AT&T shall retain all ownership of equipment, Intellectual Property and data except as to the data delivered pursuant to Legal Process and reports as referred by this SOW.
- f. AT&T may provide any Internet and/or LAN access required to communicate with the Government Agency in a manner that is non-attributable to the Government Agency's program.
- g. AT&T will provide all program management support to ensure an ultimate objective of meeting the Government Agency's requirements on schedule and within costs.
- h. Any required AT&T cooperation and interaction with commercial industry and/or other governmental agencies shall be non-attributable to the Government Agency's program.
- i. AT&T's system/service in all aspects shall be non-attributable to the Government Agency's program.
- j. AT&T shall provide reports to the COTR on the status of any information request that remains unfulfilled for more than 2 business days. The reports to the Government may be written or oral at the Government Agency COTR's discretion.

4.0 Program Management

AT&T shall name a Program Manager to be responsible for coordinating with the Government Agency's program for the allocation, and, where applicable, reallocation of AT&T's resources to the Government Agency's program during the term of the contract. AT&T's Program Manager shall ensure that any of its AT&T employees supporting the contract possess the appropriate skills, security clearance(s), and experience necessary to perform assigned duties as defined in this work requirement

5.0 Use of Program Information and Confidentiality

The Government Agency's program may use the information produced by AT&T pursuant to this SOW in any way permitted by law; provided however, the Government agency agrees not to use the data as evidence in any judicial or administrative proceedings unless there is no other available and admissible probative evidence. The Government Agency shall make every effort to insure that information provided by the Contractor is non-attributable to AT&T if the data is provided to a third-party. The Government Agency's program further agrees that any information AT&T provides pursuant to this contract is being provided as part of or to facilitate a law enforcement investigation or otherwise for law enforcement purposes. Where permitted by law, the Government Agency shall notify AT&T at least five business days before providing to any third party any information provided by AT&T to the Government Agency's program or seeking to use such information as evidence in any judicial or administrative proceeding.

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6.0 Place and Period of Performance

a. Place of Performance: AT&T place of performance for data entry and retrieval will be at a non-customer location within the local area of the Government Agency.

b. Period of Performance: The period of performance runs July 1st to June 30th with automatic renewal. Should the Government want to discontinue service, the Government will provide a 60 day advance notice.

7.0 Terms and Conditions

:

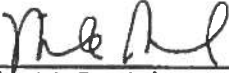

1. Either party may cancel this agreement with 60 days written notice.
2. Neither party shall be in default by reason of any failure in performance of this agreement if such failure arises out of causes beyond their control and without the fault or negligence of said party including acts of God, fires, earthquakes, acts of government, floods, epidemics, quarantine restrictions, strikes and other labor difficulties, accidents, war, freight embargoes and any risks in any way pertaining thereto and all other events and circumstances beyond the control of the Seller.
3. Contractor shall retain all rights to all intellectual property under this agreement. Data provided under this agreement will be provided with unlimited rights.
4. The Government will not attribute anything information/data regarding this contract to Contractor.
5. Title to all equipment will remain with the Contractor.
6. No Service Level Agreements other than in those description provided in this agreement are applicable.
7. Invoices will be submitted in arrears on a monthly basis.
8. Payment will be in accordance with the Prompt Payment Act.
9. Limitation of Liability:
EXCEPT WHERE THE PARTIES HAVE OTHERWISE AGREED TO REIMBURSE OR INDEMNIFY THE OTHER PARTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS) FROM ANY SUCH CLAIM. NOTHING HEREIN SHALL LIMIT EACH PARTY'S RIGHTS TO DIRECT DAMAGES HEREUNDER.
10. Billing instructions will be provided by the customer under separate cover.

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AGREEMENT:

The parties agree to this Statement of Work.

	Houston HIDTA		Atlanta HIDTA
By:		By:	
Name:	<u>Mike McDaniel</u>	Name:	<u>John C. Killorin</u>
Title:	<u>Director</u>	Title:	<u>Director</u>
Date:	<u>July 1, 2014</u>	Date:	<u>7/1/2014</u>

AT&T Corp

By: _____

Name: _____

Title: _____

Date: _____

Legislative White Paper

Committee of Purview: Finance/Executive

Caption: A RESOLUTION

BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SOLE SOURCE AGREEMENT FC-7730 WITH AT&T CORPORATION, NATIONAL INFORMATION SYSTEMS (“AT&T”), FOR A ONE YEAR TERM, FOR SERVICES TO IDENTIFY AND ANALYZE TELECOMMUNICATIONS DATA PROPRIETARY TO AT&T, IN SUPPORT OF LAW ENFORCEMENT EFFORTS, ON BEHALF OF THE ATLANTA POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY ONE THOUSAND, FOUR HUNDRED THIRTY DOLLARS (\$121,430); ALL COSTS SHALL BE CHARGED TO AND PAID FROM A HIGH INTENSITY DRUG TRAFFICKING AREA (“HIDTA”) GRANT FROM THE OFFICE OF NATIONAL DRUG CONTROL POLICY (“ONDCP”): FROM 2501 (INTERGOVERNMENTAL GRANT FUND); 240101 (GENERAL LEDGER DEPARTMENT: APD CHIEF OF POLICE; 5212001 (EXPENSE ACCOUNT: CONSULTING/PROFESSIONAL SERVICES); 1320000 (FUNCTION ACTIVITY NUMBER: CHIEF EXECUTIVE); 211742 (GENERAL LEDGER PROJECT: 2014 HIGH INTENSITY DRUG TRAFFICKING AREA); 32187 (GENERAL LEDGER FUNDING SOURCE: HIGH INTENSITY DRUG TRAFFICKING AREAS 2014 GRANT); AND FOR OTHER PURPOSES.

Council Meeting Date: 20 October 2014

Legislation Title: Enter into Cooperative Agreement with AT&T on behalf of Atlanta HIDTA

Requesting Dept.: Police

Contract Type: services

Source Selection: sole-source

Bids/Proposals Due: N/A

Invitations Issued: N/A

Number of Bids/ N/A

Proposals Received: N/A

Bidders/Proponents: N/A

Background: This resolution seeks authorization to enter into a one-year, grant funded sole-source agreement with AT&T, to provide analytic services of data proprietary to AT&T. The funding shall come from HIDTA grants and support HIDTA's mission to disrupt and dismantle drug trafficking organizations operating in the City.

Fund Account Center: all costs shall be charged to and paid from 2501 (INTERGOVERNMENTAL GRANT FUND); 240101 (GENERAL LEDGER DEPARTMENT: APD CHIEF OF POLICE; 5212001 (EXPENSE ACCOUNT: CONSULTING/PROFESSIONAL SERVICES); 1320000 (FUNCTION ACTIVITY NUMBER: CHIEF EXECUTIVE); 211742 (GENERAL LEDGER PROJECT: 2014 HIGH INTENSITY DRUG TRAFFICKING AREA); 32187 (GENERAL LEDGER FUNDING SOURCE: HIGH INTENSITY DRUG TRAFFICKING AREAS 2014 GRANT).

Source of Funds: HIDTA Grant (see FAC above)

Fiscal Impact: **No impact to general fund.**

Term of Contract: 1 year

Method of Cost Recovery: grant

Approvals:

DOF:

DOL:

Prepared By: Investigator Kurt Braunsroth

Contact Number: 404-546-4266