

**2021 U.S. Bureau of Justice Assistance Sexual Assault Kit Initiative
Subrecipient Contract between Fulton County
and the Georgia Bureau of Investigation**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the Fulton County District Attorney FCDA (“FCDA”), and Georgia Bureau of Investigation, an agency of the State of Georgia, (hereinafter collectively referred to as the “Parties”).

WHEREAS, The FCDA is the recipient 2021 U.S. Department of Justice’s Bureau of Justice Assistance (BJA) BJA National Sexual Assault Kit Initiative (SAKI) Grant, Grant Award No. 15PBJA-21-GG-04323-SAKI, in the amount of \$2.5,000,000 (the “Grant”); and

WHEREAS, The Grant was awarded to FCDA on October 1, 2021, by the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) as memorialized in the attached award letter, narrative and budget (see “Schedule 1”); and

WHEREAS, The Grant Period runs from October 1, 2021 through September 30, 2024, and may be extended in one-year increments by the (DOJ), (BJA); and

WHEREAS, Georgia Bureau of Investigation was a named sub awardee in the Grant; and

WHEREAS, The Georgia Bureau of Investigation (GBI) is an independent, statewide agency that supports the state's criminal justice system in the areas of criminal investigations, forensic laboratory services and computerized criminal justice information; and

WHEREAS, Fulton County desires to engage Subrecipient to render certain services hereinafter described in Schedule 2 which is to be wholly financed by the Grant; and

WHEREAS, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

WHEREAS, the Parties deem it to be in the best interest of both parties to enter this Contract under the terms, obligations and conditions expressed herein.

WHEREAS, this Agreement was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. **Purpose.** This Contract describes the way in which the Parties will use The Grant to develop a strategic plan to reduce crime in targeted distressed neighborhoods facing serious and violent crime, that leverages community knowledge and expertise to build public trust with law enforcement, make neighborhoods safer, create collaborative cross-sector approaches that help advance broader neighborhood development and delivery of services to the community.

2. **Independent Contractor.** The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. This provision shall survive the expiration or termination of this Contract.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, ("Effective Date") Georgia and will remain in effect until September 30, 2024, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$ \$705,630.00 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2024, or through any approved extensions by the DOJ, BJA.
3. **Disbursement.** Payment shall be contingent on FCDA receipt of an undisputed invoice, and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. **Scope of Services.** Subrecipient will provide the services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

ARTICLE III. REPORTING

1. **Maintenance of Records.** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2021 BCJI Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where

applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information.

2. **Financial Reports.** Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (i) name and address of individual receiving assistance; (ii) type of assistance provided; and (iii) total amount of each type of assistance provided and personnel and consultants employed. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures.** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Contract.

4. **Audited Financial Statements.** If Subrecipient expends \$750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. **Survival.** This Article shall survive the expiration or termination of this Contract.

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION

1. **Fulton County Responsibilities.** Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.
2. **Subrecipient Responsibilities.** Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. By entering this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws, and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of

this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

ARTICLE VII. NOTICES

For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:

Fulton County District Attorney
136 Pryor St SW 3rd Fl
Atlanta, GA 30303

Copy to:

Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Subrecipient:

See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective only if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their

successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

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Schedule 1

Award Letter and Grant Narrative

Schedule 2

Name of Subrecipient: Georgia Bureau of Investigation

Subrecipient's DUNS Number: 879976215

Subrecipient's UIN Number:

**Notice Address: 3121 Panthersville Road
Decatur, GA 30034**

Award Amount: \$705,630.00

Description of Scope of Work:

Through the Grant, GBI to process and prepare the all the pre-1999 sexual assault kits for testing at the private labs that have been found to meet the scientific policies and procedures of the GBI, fund the testing at those labs, and then receive the sexual assault kits back, review and approve the results and upload those results in to CODIS.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this, the
____ day of _____, 20____.

FULTON COUNTY, GEORGIA

SUBRECIPIENT: Georgia Bureau of Investigation

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signatory:

Attest:

Title:

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

Dexter Bond, Director
Fulton County District Attorney,

Approved as to Form:
Office of the County Attorney

Please select RCS or RM from the checkbox

ITEM#: _____ RCS: _ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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