

**AWARD WITHOUT COMPETITION (SOLE SOURCE)**  
**PROFESSIONAL SERVICES AGREEMENT – SUBAWARD TO**  
**GEORGIA STATE UNIVERSITY RESEARCH FOUNDATION**

Name and Address of Recipient: COUNTY OF FULTON  
141 PRYOR ST SW  
ATLANTA, GA 30303

Recipient UEI: J3Y1XYZYUFQ5  
Project Title: Fulton County Youth Intervention Planning program (YIP)  
Award Number: 15PJDP-23-GK-06141-TITL  
Solicitation Title: OJJDP FY 2023 Building Local Continuums of Care to Support Youth Success

Federal Award Amount: \$450,000.00  
Federal Award Date: 2/16/24  
Awarding Agency: Office of Justice Programs  
Office of Juvenile Justice Delinquency Prevention

R&D: The GSU research team will implement a 3-phase approach to include interviews with at-risk and justice involved youth to identify needed resources for delinquency prevention

Assistance Listing No: 16.548  
Assistance Listings Program Title: Delinquency Prevention Program  
Indirect Cost Rate: De minimis

This Agreement made and entered into effective July 1, 2025, by and between the **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County”, and **GEORGIA STATE UNIVERSITY RESEARCH FOUNDATION**, A nonprofit corporation supporting Georgia State University (GSU) in the administration of sponsored grants and contracts (hereinafter referred to as “Subrecipient”), authorized to transact business in the State of Georgia.

**WITNESSETH:**

WHEREAS, the County desires to engage Subrecipient to provide all professional services required by the County to develop strategic planning and evaluation processes to identify strengths and gaps, determine resources, develop a database of interventions and services, and identify more efficient processes; and

WHEREAS, Subrecipient has represented to County that it is uniquely experienced and qualified to perform the professional services required by the County and has qualified staff available to commit to the Project and County has relied upon such representations; and

WHEREAS, Fulton County Juvenile Court was awarded an Office of Juvenile Justice Delinquency and Prevention grant to conduct research on gaps, determine resources, and develop a database of interventions and services, and identify more efficient processes.

WHEREAS, The “Initial Grant Period” ran from January 1, 2024 through June 30, 2024, and has been extended in one-year increments by the Department of Justice (DOJ), Office of Justice Programs, through June 30, 2026, with the “Final Grant Period” being from July 1, 2025, through June 30, 2026; and

WHEREAS, since January 1, 2024, the Parties have substantially performed under terms matching the terms of this Agreement; and

WHEREAS, by the end of the June 30, 2026, Personnel within Georgia State University’s (GSU), Department of Criminal Justice and Criminology, will have created and analyzed a combined quantitative and qualitative database with geocoded components. The databases and analyses will be provided to Fulton County for their use in the future; and

WHEREAS, Subrecipient agrees to render such services in connection with the project in compliance of all obligations required from this designation; and

WHEREAS, this Agreement will memorialize, ratify, and provide accord and satisfaction among the Parties for the services performed and received during the period of January 1, 2024, through June 30, 2025, during which time no written contract was executed; and

WHEREAS, this Agreement was approved pursuant to Purchasing Code Section 102-369, which authorizes the County Manager to sign contracts on behalf of the County.

### **1.0 Contract Documents**

County and Subrecipient agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Exhibit A, Scope of Work
- III. Exhibit B, Compensation
- IV. Exhibit C, Certificate of Insurance
- V. Exhibit D, Georgia Immigration Affidavit

### **2.0 Scope of Work**

The County hereby engages Subrecipient to provide, and Subrecipient agrees to provide for the County, all work required by this Agreement to perform all tasks described in Exhibit A, Scope of Work.

### **3.0 Consideration**

The Parties hereby agree that a written contract was not previously entered between the Parties in relation to the services described herein, but that agents of each have performed under the Scope of Work in this Agreement since the Initial Grant Period. In exchange for a relinquishment of their rights to sue for the performance or failure to perform from January 1, 2024 through June 30, 2025, the Parties hereby enter this Agreement to reach an accord and satisfaction and establish this Agreement for the performance and payment for services in the Final Grant Period.

### **4.0 Subrecipient Representations**

- (a) Subrecipient represents that it has, or will secure at its own expenses, all personnel required to perform all work to be completed under this Agreement.
- (b) The Subrecipient shall perform all services as an independent entity and not as an agent of the County.
- (c) The Subrecipient hereby agrees to perform the duties of this agreement and further agrees to furnish all labor, materials, tools and equipment specified or required for the completion of all work called for herein and as set forth in Exhibit A, Scope of Work and Exhibit B, Compensation.
- (d) All personnel engaged in the Project by Subrecipient shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.
- (e) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Subrecipient without the prior written consent of the County.
- (f) Subrecipient by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning skill and ability which is ordinarily possessed by other members of its profession and further contract that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Subrecipient under similar conditions and like circumstances and shall perform such duties without neglect.

## **5.0 Accord and Satisfaction**

On or around February 4, 2024, the Department of Justice (“DOJ”), Office of Justice Programs, awarded a grant to Fulton County through its Juvenile Court for an initial term of January 1, 2024, through June 30, 2024, with additional annual terms at the discretion of DOJ. Agents of Fulton County engaged GSU as a subrecipient from January 1, 2024, through June 30, 2024, and again from July 1, 2024, through June 30, 2025, but the Parties did not execute a contract for services at that time. DOJ has further extended the grant period from July 1, 2025, through June 30, 2026. The Parties have substantially performed for the period of January 1, 2024, through June 30, 2025, under the terms set forth herein. In consideration of the Parties’ past performance and the desire of the Parties to continue working together to fulfill the goals of the grant for the new term of July 1, 2025, through June 30, 2026, the Parties hereby agree:

Neither Party shall have a claim against the other based upon the absence of a written contract from January 1, 2024 through June 30, 2025. Each Party has substantially complied with the terms of this Agreement during the period of January 1, 2024, through June 30, 2025. In consideration of GSU’s provision of services through June 30, 2025, Fulton County has encumbered \$85,550.00. The Parties agree that the County’s payment of such amount shall be a satisfaction of all services requested and rendered during the period of January 1, 2024, through June 30, 2025. The Parties agree and are of an accord that the remaining grant funds available for GSU’s performance under the new contract period of July 1, 2025, through June 30, 2026 is \$43,333.00.

## **6.0 Contract Modifications**

If during the course of performing the Project, County and Subrecipient agree that it is necessary

to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the County. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

## **7.0 Compensation**

Compensation for work performed by Subrecipient on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit B, Compensation.

The total contract amount for the Project shall not exceed \$128,883.00 (One Hundred Twenty-Eight Thousand Eight Hundred Eighty-Three Dollars and No Cents), which is full payment for a complete scope of work. The portion of the payment attributable to the Subrecipient's work from January 1, 2024, through June 30, 2025, shall be satisfied upon payment to Subrecipient from the County of \$85,550.00. Compensation under this Agreement for the Final Grant Period and the final provision of the services and products from the Subrecipient to the County shall equal \$43,333.00.

## **8.0 Insurance**

Subrecipient agrees to maintain at its own expense insurance coverage that is customary and appropriate for entities which support or engage in research and higher education, taking into account the nature and scope of the work to be performed under this Agreement. Such insurance shall include, at a minimum, coverage types and limits that are standard for similar contracts and activities, and may include, as applicable, commercial general liability, professional liability (including errors and omissions), statutorily required workers' compensation, automobile liability, and cyber liability insurance. All such insurance shall remain in full force and effect for the duration of this Agreement. Upon request, the Contractor shall provide Fulton County with current certificates of insurance or other documentation evidencing compliance with this provision.

## **9.0 Contract Term**

The Agreement shall be effective from July 1, 2025 through June 30, 2026. The Agreement may be renewed subsequently for one-year terms if the Grant is extended by the Department of Justice (DOJ), Office of Justice Programs.

## **10.0 Termination of Agreement for Cause**

- (1) Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Subrecipient refuses or fails to perform the work as specified in Exhibit A, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.
- (4) The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.
- (5) Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

## **11.0 Termination for Convenience of County**

Notwithstanding any other provisions, either Party may terminate this Agreement for its convenience at any time by a written notice to the non-terminating Party. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

## **12.0 Non-Indemnification**

Each Party shall be responsible for its own wrongful or negligent acts or omissions or those of its affiliates, and its and their respective officers, directors, board members, employees, contractors, and agents (collectively "Representatives") and all liabilities, damages, fines, losses, penalties, expenses, reasonable attorney's fees, and litigation costs arising out of or resulting from any claim, suit, proceeding, or cause of action (each a "Claim") brought against the Party and/or its Representatives, arising out of or related to this Agreement. The obligations arising under this section shall survive the expiration or Term of this Agreement.

### **13.0 Permits and Licenses**

All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

### **14.0 Invoicing and Payment**

Subrecipient shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. All work of Subrecipient shall be acceptable if completed in a manner consistent with professional standards practiced among individuals with Subrecipient's skill and expertise within Subrecipient's industry or profession, doing the same or similar work under the same or similar circumstances.

**Time of Payment:** The County shall make payments to Subrecipient within thirty (30) days after receipt of a proper invoice.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR **Via Email:**

[Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Subrecipient's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County shall promptly pay any undisputed invoices. The County may request reimbursement for services that involve disputed costs, disputed audits, or are otherwise performed in an inadequate fashion. All requests for reimbursement be made in writing and Subrecipient shall be given a reasonable opportunity to respond or resolve any dispute.

**Payment of Subcontractors/Sub-Consultants/Suppliers:** The Subrecipient must certify in writing that all subcontractors/sub-consultants of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors/sub-consultants or suppliers until it has received a progress payment from Fulton County, the Subrecipient shall pay all subcontractors/sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Subrecipient; Release.** The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

## **15.0 Taxes**

The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

## **16.0 Confidentiality**

Subrecipient agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Subrecipient pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

### **17.0 Ownership of Intellectual Property and Information**

Subrecipient agrees that Fulton County, subject to federal law and regulation, is the sole owner of all information, data, and materials (“Intellectual Property”) that are developed or prepared subject to this Agreement. Fulton County grants to Subrecipient nonexclusive, royalty-free license to the Sponsor to use, reprint, or distribute any such copyrighted materials for educational, publication, or research. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the “Software”), shall be turned over to the County for its use after termination hereof and Subrecipient shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Subrecipient and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Subrecipient has pre-existing proprietary rights and/or has otherwise been licensed to Subrecipient prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Subrecipient agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

### **18.0 Notices**

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

Notice to County, shall be addressed as follows:

Chief Administrative Officer  
Juvenile Court  
395 Pryor Street, SW Atlanta, GA 30312 Attn:  
Cicely Barber  
E-mail: [Cicely.Barber@fultoncountyga.gov](mailto:Cicely.Barber@fultoncountyga.gov)

**Copy to:** Chief Purchasing Agent  
Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Attn: Felicia Strong-Whitaker  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)

Notices to Subrecipient shall be addressed as follows:

Georgia State University Research Foundation, Inc.  
PO Box 3999  
Atlanta, GA 30302-3999  
Attn: Timothy Gehret  
Email: [tgehret@gsu.edu](mailto:tgehret@gsu.edu)

**19.0 Confidentiality**

All notices and deliverables pertaining to this Agreement shall be marked "Privileged and Confidential" and the appropriate restrictions pertaining to legally privileged and confidential documents will apply. These documents will also be subject to applicable exceptions to public disclosure pursuant to O.C.G.A. § 50-18-72.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

SUBAWARDEE:

**FULTON COUNTY, GEORGIA**

SUBRECIPIENT:

**GEORGIA STATE UNIVERSITY  
RESEARCH FOUNDATION**

Signed by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Signed by:

*Timothy Gehret*

Timothy Gehret, JD  
Associate Director, Contracts

ATTEST:

ATTEST:

Signed by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED:

ATTEST:

Signed by:

*Felicia Strong-Whitaker*

Felicia Strong-Whitaker  
Chief Purchasing Agent

APPROVED AS TO FORM:

Casey Brinsfield  
Notary Public

County: Dekalb

Signed by:

*Jennifer Culler*

Office of the County Attorney

APPROVED AS TO CONTENT:

Commission Expires: April 17, 2026 (Affix Notary Seal)



DocuSigned by:

*Cicely Barber*

Cicely Barber  
Chief Administrative Officer  
Juvenile Court

**EXHIBIT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

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The Subrecipient shall furnish and install all necessary labor, materials, equipment, supervision and insurance and will perform the following tasks required for this scope of work as described below:

Fulton County Juvenile Court (FCJC), in partnership with additional supporting Fulton County agencies and engaged community partners from all sectors, will implement the Fulton County Youth Intervention Planning program (YIP) that will convene the Planning Council of Community Stakeholders (PCCS) to:

- (i) Identify and evaluate current intervention programs for youth (ages 12-17) within Fulton County that are aimed to reduce involvement with the justice system;
- (ii) Identify strategies for cost savings and opportunities for impact reinvestments into programs and initiatives with proven results; and
- (iii) Establish a continuum of care framework that supports the decarceration and diversion of at-risk youth within the service area.

The PCCS will be led by Dr. Volkan Topalli, an expert on urban violence, drug markets, youth crime, and community crime prevention and a Professor of Criminal Justice and Criminology at the Andrew Young School of Policy Studies at Georgia State University (GSU). The GSU research team will implement a 3-phase approach to include interviews with at-risk and justice-involved youth and their families, community-based service providers currently receiving referrals from FCJC, and additional community-based organizations that have not yet been vetted by the Court but are providing known impacts to the community. Additional quantitative data analyses will follow the Cardiff Violence Program Model and will include geographically identified trend data from Fulton County and constituent municipality agencies and administrative data from FCJC.

The final deliverables include:

- (1) An asset map of all identified resources and programs within the County;
- (2) An internet dashboard/database to be used by FCJC and Fulton County citizens to locate much-needed effective service providers within communities throughout the County;
- (3) A final report with findings from all program evaluations that identifies strengths and areas for improvement; an
- (4) An online training curriculum to increase the capacity of community-based service providers to collect, analyze, and report participant data to increase fund development efforts and long-term sustainability.

Intended beneficiaries include Fulton County agencies and citizens, along with other jurisdictions throughout the State that could implement a similar method of establishing an effective continuum of care for at-risk and justice-involved youth and their families.

**EXHIBIT B**  
**COMPENSATION**

## COMPENSATION

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County agrees to compensate Subrecipient for all work/services to be performed under this Agreement in an amount not to exceed \$128,883.00 (One Hundred Twenty-Eight Thousand Eighty Hundred Eighty-Three Dollars and No Cents).

Year	Dollar Amount
2024 - 2025	\$85,550.00
2025 - 2026	\$43,333.00
<b>TOTAL</b>	<b>\$128,883.00</b>

[end]