

**SUBAWARD AGREEMENT  
BETWEEN  
Georgia Coalition Against Domestic Violence  
AND  
Fulton County District Attorney's Office, Conviction Integrity Unit**

This is a Subaward agreement under a Federal assistance grant between the *Georgia Coalition Against Domestic Violence* ("GCADV"), a non-profit corporation organized under the laws of the State of Georgia and registered as a non-profit corporation in the State of **Georgia**, and **Fulton County, Georgia** on behalf of **Fulton County District Attorney's Office, Conviction Integrity Unit** ("Sub-grantee"), a government entity located at **136 Pryor Street SW, Atlanta, GA 30303**.

The total project cost of this Subaward will not exceed **\$245,000.00** (*two hundred and forty-five thousand dollars*) without prior written authorization from GCADV. The total project budget under this Sub-grant agreement includes **\$245,000.00** (*two hundred and forty-five thousand dollars*) (Sub-grant amount) in Federal assistance cash and a minimum of **\$0 (zero dollars)** in cost share (as applicable).

**A. PURPOSE OF THE SUB-GRANT**

- A.1 The purpose, goals and objectives of this award ("Sub-grant") to the Sub-grantee is to fund the provision to investigate, review, and litigate cases of actual innocence from women within Fulton County under the **Office of Justice Programs, Wrongful Conviction** project.
- A.2 This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Mandatory Standard Provisions (**APPENDIX I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

**B. PERIOD OF SUB-GRANT AGREEMENT**

- B.1 This sub grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on **October 1, 2022** and terminating no later than the completion date of **September 30, 2024**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

**C. ORIGINATING SOURCE OF FUNDING**

- C.1 The originating source of these Federal assistance grant funds to GCADV is the **U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Grant No. 15PBJA-22-GG-03909-WRNG**.

- C.2 The originating grant period is from **October 1, 2022** to **September 30, 2024**.
- C.3 The **Catalogue of Federal Domestic Assistance (CFDA)** number is: **16.746, Capital Case Litigation Initiative**.

#### **D. AMOUNT OF SUB-GRANT AND PAYMENT**

- D.1 GCADV, acting in the capacity of a pass through entity under this Sub-grant agreement, will pay Sub-grantee up to a total of **\$245,000.00** (*two hundred and forty-five thousand dollars*) for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. GCADV shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of quarterly invoices (see **“Reporting”, Section F**) in a format established by or pre-approved by GCADV. Funds will be made available within 30 working days of receipt of the invoices in accordance with the reporting provisions in **Section F**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 GCADV reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make progress towards the goals and objectives set forth in Attachment 1.
  - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement.
  - Sub-grantee inability to submit timely reports as described in this agreement.
- D.5 All payments to Sub-grantee will be made by Electronic Funds Transfer (EFT) payable to “Fulton County”. If alternative payment method is needed, Sub-grantee must notify GCADV.

#### **E. SUB-GRANT MODIFICATIONS**

The following modifications require written approval from GCADV:

- To change the scope of the project objectives and/or activities.
- To reallocate between budget lines items or between budget categories an amount greater than ten percent of the total Sub-grant award.
- To Sub-grant or contract any portion of this award to a third party.
- To hire a consultant at a rate exceeding \$650 per 8-hour day.

#### **F. REPORTING**

##### **Financial Reporting**

- F.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by GCADV, Sub-grantee may be required to send the supporting documentation to support claims made on the invoice. GCADV may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- F.2 Sub-grantee shall prepare invoices on a quarterly basis throughout the project period, according to the timetable below:

Financial Reporting Period	Due Date to GCADV
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 31

- F.3 Invoices shall include at a minimum the following information:
- The beginning and end dates of the invoice period;
  - Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
    - Itemized costs for personnel as well as fringe benefits.
    - Non-personnel costs itemized
  - Current invoice amount, as well as the cumulative amount paid under the Subaward at the invoice date;
  - Certification required by 2 CFR 200.415 (a).
- F.4 A final invoice under this Sub-grant must be provided to GCADV no later than November 15, 2024.

### Programmatic Reporting

- F.5 Sub-grantee shall prepare written programmatic reports on a quarterly basis throughout the project period, according to the timetable below:

Narrative Reporting Period	Due Date to XXXX
July 1 – December 31	January 15
January 1 – June 30	July 15

F.6 Programmatic reports should include the following information:

- a. Major activities, program highlights, and accomplishments during this period;
- b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
- c. Any issues or problems hindering the completion of project goals;
- d. Significant findings and events.

F.7 A final programmatic report under this Sub-grant must be provided to GCADV no later than **November 15, 2024**.

F.8 All required reports should be submitted to GCADV's Director of Grants Management, Catherine Miller, according to the timetables indicated in this Agreement.

F.9 GCADV may, at its discretion, request other programmatic reports from Sub-grantee.

#### **G. SPECIAL AWARD CONDITIONS**

The Federal award special conditions are attached in Appendix II.

#### **H. MONITORING, EVALUATION AND SANCTIONS**

H.1 As a part of its ongoing monitoring process, GCADV will evaluate Sub-grantee progress and project goal attainment based on progress reports prepared by Sub-grantee and submitted to GCADV, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.

#### **I. SUB-AWARDS**

I.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from the GCADV.

I.2 Under the terms of this agreement with GCADV, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to GCADV at the address specified in **Section L.1**.

#### **J. DOMICILE**

J.1 GCADV provides the following addresses as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Name and Title:	Jan Christiansen, Executive Director
Organization:	Georgia Coalition Against Domestic Violence

Street Name and Number:	2295 Parklake Dr. Suite 130
City, State and Zip:	Atlanta, GA 30345
Country:	United States
Telephone Number:	(404) 209-0280
Email Address:	jchristiansen@gcadv.org

- J.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name and Title:	Aimee Maxwell, Chief Senior ADA, Conviction Integrity
Organization:	Fulton County District Attorney
Street Name and Number:	136 Pryor St, Third Floor,
City, State and Zip:	Atlanta GA 303
Country:	United States
Telephone Number:	4046120066
Email Address	Aimee.maxwell@fultoncountyga.gov

**K. REPRESENTATIONS AND WARRANTIES**

- K.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- K.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

**Acknowledged and Accepted:**

By: \_\_\_\_\_  
Jan Christiansen, Executive Director  
GCADV

By: \_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

Approved as to Form:

\_\_\_\_\_  
Brad Bowman  
Office of the County Attorney

Approved as to Content:

\_\_\_\_\_  
Natalie Zellner, Director  
Fulton County District Attorney

**ATTACHMENTS**

- II. Sub-grantee Approved Project Budget
- III. Anti-Prostitution Certification

**APPENDICES**

- I. Mandatory Standard Provisions
- II. Federal Award Special Conditions

**ATTACHMENT II  
APPROVED PROJECT BUDGET**

**BUDGET AND BUDGET NARRATIVE**

<b>Class Category</b>	<b>Amount</b>
a. Personnel	\$127,192
b. Fringe Benefits	\$64,088
c. Travel	\$6,900
d. Equipment	\$0
e. Supplies	\$6,200
f. Contractual	\$40,620
g. Other	\$0
h. Total Direct Charges	\$245,000
<i>i. Indirect Charges</i>	\$0
<b>j. Total Charges</b>	<b>\$245,000</b>



**ATTACHMENT IV  
ANTI-PROSTITUTION CERTIFICATION**

**Information about the Certification Regarding Prostitution and Related Activities**

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U. S. to combat trafficking.

Section 7 of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7110(g), provides that "No funds made available to carry out [the Act] may be used to promote, support, or advocate the legalization or practice of prostitution." It further provides that "No funds made available to carry out [the Act] may be used to implement any program . . . through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution." Therefore, organizations receiving ORR-administered Federal anti-trafficking funds must certify that they will not use the funds to promote, support or advocate the legalization or practice of prostitution.

**Certification Regarding Prostitution and Related Activities**

As an officer or other person authorized to bind the recipient organization of U.S. Government funds in connection with this grant award, I hereby make the following certification that is a prerequisite to the receipt of funds under this grant:

**(1) Use of Funds Certification:**

"I hereby certify that the recipient of the funds made available through this grant will not use such funds to promote, support, or advocate the legalization or practice of prostitution."

**(2) Eligibility Certification:**

\_\_\_\_ (i) Primary Eligibility Certification: "I certify that the organization does not promote, support, or advocate the legalization or practice of prostitution and will not promote, support, or advocate the legalization or practice of prostitution during the term of this grant. I further certify that the organization does not operate through any other organization or individual that supports, promotes, or advocates the legalization or practice of prostitution."

**Name of Recipient Organization:**

**By:** \_\_\_\_\_  
**Printed Name:** Robert L. Pitts, Chairman  
**Title:** Fulton County Board of Commissioners

**Date:** \_\_\_\_\_

## APPENDIX I

### MANDATORY STANDARD PROVISIONS For Sub-Grants with U.S.-Based Non-Profits

#### 1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Sub-grantee shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, GCADV and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from GCADV to dispose of the records.
- 1.3 If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- 1.4 Sub-grantee agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.5 Sub-grantee certifies that complies with the Uniform Guidance, and will provide notice of completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.
- 1.6 GCADV reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) during the project term. Refusal to participate in an audit will delay or cancel fund allocations.
- 1.7 The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

#### 2. TERMINATION AND SUSPENSION

- 2.1 GCADV may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-grantee has materially failed to comply with the terms and conditions of the grant.
- 2.2 GCADV may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.
- 2.3 In the event of termination and/or suspension of Sub-grant Agreement, Sub-grantee will be notified in writing by GCADV within 15 days prior to the effective termination or suspension date. Upon notification, Sub-grantee shall take immediate action to minimize all expenditures against the Sub-grant.
- 2.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-grantee may be subject to other legal or administrative remedies, as appropriate.
- 2.5 No expenses can be charged against the grant after the effective date of termination.

### **3. DISPUTES**

- 3.1 GCADV management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.
- 3.2 Sub-grantee has the right to appeal to GCADV and shall be given an opportunity to be heard and to offer evidence in support of its appeal.
- 3.3 Any appeal made under this provision shall be made in writing and addressed to the GCADV. A copy of the appeal may be provided at the same time to the Federal donor agency Program Specialist.

### **4. PROHIBITION OF SUPPLANTING**

- 4.1 Sub-grantee shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

### **5. INSURANCE AND NON- LIABILITY**

- 5.1 The Sub-grantee shall maintain all appropriate insurance coverage during the period this agreement remains in effect.
- 5.2 The Sub-grantee shall hold GCADV harmless for any loss or damage that may occur during transportation or delivery of project goods or services.
- 5.3 The Sub-grantee agrees to release, indemnify, and hold harmless GCADV, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable

attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Sub-grantee or a partner, agent or client of the Sub-grantee. This paragraph shall survive termination or expiration of this Agreement.

- 5.4 GCADV agrees to indemnify and hold Sub-grantee harmless from any and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Sub-grantee's use of GCADV approved name and logo in the performance of this sub-agreement.

## **7. DEBARMENT AND SUSPENSION**

- 7.1 By signing this agreement, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.

## **8. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION**

- 8.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 8.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.
- 8.3 By signing this agreement, the Sub-grantee certifies that, as of the date on which this agreement is executed, the Sub-grantee named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.
- 8.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-grantee will notify GCADV immediately.

## **9. CIVIL RIGHTS COMPLIANCE**

- 9.1 Sub-grantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-grantee after a due process hearing, the Sub-grantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

## **10. LOBBYING**

- 10.1 Sub-grantee shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

## **11. FORCE MAJEURE**

- 11.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **12. AMENDMENT**

- 12.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

## **13. PROCUREMENT**

- 13.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215.
- 13.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.
- 13.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so.
- 13.4 The Sub-grantee will not use any grant funds towards capital expenses.

## **14. PROPERTY**

- 14.1 Any property procured through this agreement will remain vested with the Sub-grantee, unless the residual value is greater than or equal to \$5,000, in which case Sub-grantee must request disposition instructions from GCADV. The Sub-grantee may request, in writing, that property greater than or equal to \$5,000 remain with the Sub-grantee, provided that adequate justification is supplied.
- 14.2 The Sub-grantee must take all reasonable actions to protect property purchased through the Sub-grant funds from being damaged or stolen.
- 14.3 Sub-grantee shall ensure that any related promotional materials will acknowledge the Office of Justice Programs' financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the Office of Justice Programs."

- 14.4 GCADV shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in GCADV publications, on the GCADV website, and in local and national events or education tools. Sub-grantee shall be accorded acknowledgment for any materials produced by the Sub-grant and used by GCADV.

**15. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 15.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Sub-Grantee certifies that it will comply with the requirements of the Act.

**16. OTHER PROVISIONS**

- 16.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this agreement are herein expressly stated.

**17. GOVERNING LAW**

- 17.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of Georgia, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

