

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Agreement**”) is made and effective as of the ____ day of November, 2021 (the “**Effective Date**”), by and between the FULTON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Georgia (the “**School District**”) and FULTON COUNTY, a political subdivision of the State of Georgia (the “**County**”). Each of the School District and the County may be individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, Georgia Governor Brian Kemp has announced a Public Safety Officials and First Responders Supplement Grant (the “**Grant**”) using funding from the American Rescue Plan Act; and

WHEREAS, specifically, the Governor’s Office has announced that Grant funds, if applied for and awarded, will be paid as a one-time bonus to eligible POST-Certified law enforcement officers, as well as first responders and volunteer firefighters, who were employed in the State of Georgia during the month of August 2021; and

WHEREAS, the School District employs POST-Certified law enforcement officers (“**District Officers**”) who are or may be eligible for the Grant, but the terms of the Grant do not allow school districts to apply directly for Grant funds; and

WHEREAS, pursuant to guidance issued by the Georgia Association of Chiefs of Police and the Association of County Commissioners of Georgia, school districts may apply for the Grant through their local jurisdictions; and

WHEREAS, pursuant to the terms of the Grant, the County is eligible to apply for the Grant; and

WHEREAS, the School District has requested that the County apply for the Grant on behalf of the School District and its District Officers; and

WHEREAS, pursuant to the Constitution of the State of Georgia, Article IX, Section III, Paragraph I(a), the School District and the County are authorized to contract with each other for any period not exceeding fifty (50) years for joint services, for the provision of services, and for other purposes, with such contract to deal with activities, services or facilities which the Parties are authorized by law to undertake or provide; and

WHEREAS, the School District and the County desire to enter into this Agreement to provide for the mutual undertaking of making application for Grant funding for the benefit of the District Officers, and related provisions.

NOW, THEREFORE, for and in consideration of the covenants and promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.

2. **Application Deadline.** The Parties agree and acknowledge that the current deadline to apply for the Grant is December 31, 2021 (the “**Deadline**”). Conditioned upon the County’s timely receipt of all necessary application information and documentation from the School District, the County agrees to apply for the Grant on behalf of the School District no later than the Deadline.

3. **Grant Application.**

(a) Subject to the terms and conditions of this Agreement, the County agrees to timely submit an application for the Grant on behalf of the School District for the benefit of all eligible District Officers as listed on materials to be provided to the County by the School District, all in accordance with the requirements of the Grant.

(b) Specifically, the School District agrees to provide to the County the names and all other information required by the State of Georgia or its applicable agencies or authorities, including but not limited to the Governor’s Office of Planning and Budget (collectively, the “**State**”) as to each of the District Officers, including all information required in the template spreadsheet and instructions promulgated by the State, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference. The School District will provide the completed spreadsheet to the County electronically in Excel® format as required by the State.

(c) The School District agrees to act diligently and in good faith to compile and provide to the County all information and documentation necessary to complete the Grant application in accordance with the requirements of the State.

(d) In the event that further information and/or documentation is required or requested by the State in support of the Grant application, the School District agrees to timely submit such additional information and/or documentation to the County, and the County agrees to timely submit such additional information and/or documentation to the State, conditioned upon the County’s timely receipt of all such information and/or documentation from the School District.

4. **Information Sharing.** The Parties agree to cooperate and communicate with each other in good faith in the Grant application and distribution process, including but not limited to sharing all material information received by each Party relative to the Grant, application requirements, any change in deadlines, and any notices received from the State regarding the Grant.

5. **Grant Distribution.** The County makes no representation, warranty or guarantee as to the availability of Grant funds or the likelihood of the State awarding Grant funds for the benefit of the School District and District Officers. However, in the event that Grant funding is awarded and paid to the County expressly for the benefit of the School District and District Officers, the County agrees that:

(a) Within three (3) business days after being notified of such award, the County will notify the School District of the award and will forward any written award notice to the School District; and

(b) Within thirty (30) days of receipt of such Grant funds, the County will distribute all such amounts to the School District for distribution to the District Officers. In no event will funds earmarked for County law enforcement officers or other law enforcement agencies or officers be paid over to the School District.

6. **Personal Information.** Subject to requirements of applicable law including the Georgia Open Records Act, the County agrees to keep confidential and to not disclose, disseminate or share the names and other personally identifying information of District Officers in the materials received from the School District except as required for submittal of the Grant application, and shall treat all such personally identifying information with the same care as it does the County's own confidential information, all in accordance with applicable federal and state privacy laws.

7. **Recapture.** In the event it is determined that any Grant funds received by the County on behalf of the School District are subject to recapture by the State for any reason, the School District agrees to pay such funds to the County along with any fees, fines, interest, or penalties.

8. **Notices.** Except as otherwise required herein, all notices in connection with this Agreement shall be in writing and sent by next-business-day delivery through a nationally recognized commercial courier such as FedEx or UPS, or by email. Properly addressed notices shall be deemed effective, whether or not actually received: (i) one (1) business day after deposit with a commercial courier for next-business-day delivery, or (ii) if sent by email before 5:00 pm Eastern Time on a business day, then on the date of email transmission, or (iii) if sent by email after 5:00 p.m. Eastern Time on a business day, or at any time on a Saturday, Sunday or State holiday, then on the next business day immediately following such transmission.

For purposes of this Agreement, the address of School District is:

Fulton County Schools
6201 Powers Ferry Road
Atlanta, GA 30339
Attn: Shannon A. Flounnory, Executive Director – Safety and Security
Email: flounnory@fultonschools.org

With a copy to:

Fulton County Schools
6201 Powers Ferry Road
Atlanta, GA 30339
Attn: Mark Sulborski, Chief of School Police
Email: sulborski@fultonschools.org

And with a copy to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363

Attn: Emily H. Breece, Esq.
Email: emily.breece@nelsonmullins.com

And the address of County is:

Fulton County
Finance Department
141 Pryor Street, Suite 7001
Atlanta, GA 30303
Attn: Hakeem Oshikoya, Finance Director
Email: hakeem.oshikoya@fultoncountyga.gov

With a copy to:

Fulton County
Grants Administration Division
Finance Department
141 Pryor Street, Suite 7001
Atlanta, GA 30303
Attn: Stacy Jones, Grants Administrator
Email: stacy.jones@fultoncountyga.gov

And with a copy to:

Fulton County Attorney's Office
141 Pryor Street SW, Suite 4038
Atlanta, GA 30303
Attn: Steven Rosenberg, Esq.
Email: steven.rosenberg@fultoncountyga.gov

9. **Time of Essence.** Time is of the essence in the performance of this Agreement and all obligations of the Parties contained herein.

10. **Assignment.** Neither this Agreement nor any of the Parties' respective rights or obligations may be transferred or assigned without prior written consent of the non-assigning Party. Subject to the foregoing, this Agreement shall be binding upon any permitted successors and assigns.

11. **No Joint Venture.** Nothing in this Agreement shall be deemed to create a joint venture or other agency relationship between the Parties.

12. **No Third-Party Beneficiary.** This Agreement is entered into solely for the benefit of the School District and the County, and not for the benefit of any third party.

13. **Entire Agreement; Amendment.** This Agreement and any exhibits attached hereto contain the entire agreement of the Parties hereto, and no other representations, inducements, promises or agreements between the Parties, oral or written, not embodied herein,

will be of any force or effect. This Agreement may not be amended or modified except expressly in writing signed by both Parties.

14. **Severability.** If the whole or part of any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such provision or portion thereof shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

16. **Counterparts; Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same instrument. Execution of this Agreement may be made electronically, and signature pages may be transmitted and exchanged electronically via email. Any such signature page executed and/or transmitted electronically shall have the same force and effect as an original.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized signatories as of the day and year first above written.

FULTON COUNTY SCHOOL DISTRICT

By: _____
Name: Dr. Mike Looney
Title: Superintendent

FULTON COUNTY BOARD OF COMMISSIONERS

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya Grier, Clerk to the Commission

Affix County Seal

APPROVED AS TO FORM:

Office of the Fulton County Attorney

Exhibit “A” - State Template with Instructions

Required Documentation
<p>1. Payroll Verification: Applicants must submit documentation verifying employment in August of 2021. This documentation must show employee name, position title, active pay status, fulltime status. Payroll information must also show whether the department or entity contributes to the Old Age, Survivors, and Disability Insurance (OASDI) program or pays Medicare for its Federal Insurance Contributions Act (FICA) payroll taxes.</p> <p><i>A screenshot (print to pdf) of the payroll screen is acceptable as is an excel export but the resulting spreadsheet must be directly from your payroll system.</i></p>
<p>2. Template: Applicants must submit this excel template to include primary employer, employee name, certification title, certification number, August 2021 employment dates, and amount requested.</p> <p><i>You must submit the template in order for your payment to be processed.</i></p>
<p>3. Acceptable Certification Types: Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH)</p>

Template Instructions
<p>Payment Requests: The most expeditious way to receive payment is to create a separate payment request for each category type. If you have law enforcement, career firefighters, volunteer firefighters, and EMS, you may create separate payment requests for each of those categories to decrease the chance of delay if a verification is needed.</p>
<ol style="list-style-type: none"> 1. Choose the tab for fulltime supplement or volunteer fire 2. Enter contact name for the person responsible for submitting the payment request 3. Enter the persons title, email, and phone number (lines 9,10,11) 4. Enter the primary employer for each employee added 5. Enter the name of the employee for each employee added 6. Enter the certification type and number for each employee added 7. Enter the amount requested for each employee added. The total will calculate on line 12. <p><i>A summary of FICA calculations has been provide below for your convenience.</i></p>
<p>8. Save the template and add it to the direct expense line, along with your payroll verification documentation in the payment request.</p>

FICA Calculations	%
OASDI and Medicare	7.65%
Medicare Only	1.45%

Fulltime Eligible Positions (\$1000 Supplement)	Supplement + FICA
OASDI and Medicare	\$ 1,076.50
Medicare Only	\$ 1,014.50

Volunteer Firefighters (\$300 Supplement)	Supplement + FICA
OASDI and Medicare	\$ 322.95
Medicare Only	\$ 304.35

