

## FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement (“Agreement”) is made on this \_\_\_\_ day of July, 2023 between the **ATLANTA UNIVERSITY CENTER CONSORTIUM**, a 501(c)(3) non-profit authorized to conduct business in the State of Georgia (hereafter referred to as “Fiscal Agent” or “AUCC”) and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereafter referred to as the “Sponsored Organization” or “County”), for the benefit of, and on behalf of its **REPARATIONS TASKFORCE** (“Task Force”).

### RECITALS

WHEREAS, in April 2021, the Fulton County Reparations Task Force (“Task Force”) was established to research the feasibility of reparations for the damage done by slavery and Jim Crow to Blacks/African Americans who live in Fulton County; and

WHEREAS, in January 2023, the Task Force presented a report to the Fulton County Board of Commissioners (“BOC”) with preliminary evidence of the quantifiable impact of slavery and Jim Crow practices in three thematic areas of slavery convict leasing, and displacement; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter into contracts for services with individuals, organizations and institutions, for purely charitable reasons to include health and social welfare, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, in January 2023, during the County’s annual budgeting approval process, the BOC allocated \$250,000 to fund further investigation of the Fulton County Reparations Taskforce examining specific areas of interest across multiple historical periods; and

WHEREAS, to advance the work of the Task Force, the County now seeks to contract with the AUCC to serve as the fiscal agent and to partner with the Atlanta University Center (AUC) Data Science Initiative to perform quantitative research; and

WHEREAS, the output and research agenda outlined in this scope of work will be done under the advisement of the Task Force members; and

WHEREAS, at the conclusion of this project, the AUCC will deliver an empirical report that quantifies the harm of slavery and Jim Crow in Fulton County, with the report should include findings and replicable methodology; and

WHEREAS, the County, as the Sponsored Organization has proposed that the AUCC as the Fiscal Agent sponsor a project (the “Project”), which is more fully described in Exhibit A, SCOPE OF WORK, attached hereto and incorporated by reference; and

WHEREAS, the Fiscal Agent has determined that sponsorship of the Project would be consistent with its goals, and wishes to make arrangements with the Sponsored Organization for the implementation and operation of the Project.

## PURPOSE OF AGREEMENT

1. The Fiscal Agent hereby agrees to sponsor the Project identified in Exhibit A and to assume administrative, programmatic, financial and legal responsibility for the purposes of the requirements of the Funding Organization.
2. The Sponsored Organization agrees to provide funding in the amount stated in this Agreement for the implementation and operation of the Project, in accordance with the terms of this Agreement.
3. The Project shall be operated in a manner consistent with the Fiscal Agent's tax-exempt status and as described in this Agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Fiscal Agent and in accordance with any requirements imposed by the Funding Organization, nor shall the Sponsored Organization carry on activities or provide the funding in any way that jeopardizes the Fiscal Agent's tax-exempt status.
4. The Sponsored Organization shall not, and shall not permit the Project to, attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
5. The Sponsored Organization, through the Task Force, will provide the Fiscal Agent with tasks describing programs and services of the Project:
6. The Fiscal Agent will provide all information and prepare all reports, including interim and final reports, required by the Task Force.
7. On behalf of the Sponsored Organization, the Fiscal Agent will establish and operate for the use of the Project a designated account ("Account") segregated on the Fiscal Agent's books. All amounts deposited into a Project's Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
8. The Fiscal Agent will disburse funds from the Account as provided in Exhibit A to the service providers in the following manner: (for example: as instructed in writing on properly filled-out Fiscal Agent vouchers accompanied by required documentation and only as authorized by this Agreement.) Disbursements will be restricted to the support and implementation of the Project only.
9. The Sponsored Organization designates the Director of the Task Force to act as authorizing official. The authorizing official shall act as principal coordinator of the Project's daily business with the Fiscal Agent, and shall have authority to sign disbursement requests.
10. The Fiscal Agent and Sponsored Organization will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors and subject to disclosure under the Georgia Open Records Request Act.
11. The Fiscal Agent and the Sponsored Organization will reflect the activities of the Project, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the Sponsored Organization to accomplish the purposes of the Project. The Sponsored Organization will provide the Fiscal Agent with

proper documentation to accomplish this, including furnishing the Fiscal Agent with the Sponsored Organization's Federal Employer Identification Number.

12. The Fiscal Agent will give proper credit to the Sponsored Organization in all publicity in the following form: "(The Project Name) is a sponsored project of Fulton County, with funding provided by a charitable contribution from the County."

13. In consideration of the Fiscal Agent's agreement to participate in the Project, and to cover the Fiscal Agent's expenses in connection with the Project as outlined in Exhibit A, the Fiscal Agent is entitled to an administrative fee as provided in this Agreement.

14. The Fiscal Agent may request the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Project, which Sponsored Organization must comply within 10 days.

15. In the event this Agreement is terminated, the Fiscal Agent and Sponsored Organization will comply with any termination conditions.

#### **STATEMENT OF WORK**

See Exhibit A, attached hereto and incorporated by reference.

#### **COMPENSATION FOR SERVICES AND WORK**

The Sponsoring Organization will provide funding to the Fiscal Agent in an amount not to exceed Two Hundred and Ten Thousand and Zero Dollars (\$210,000.00). Said Funding will be provided as follows: Sponsoring Organization will provide 1/3 of the funding upon commencement of the Agreement; Another 1/3 of the funding will be provided upon invoicing from the Fiscal Agent; with the final 1/3 provided upon invoicing from the Fiscal Agent. It is the intent of the parties that invoicing will occur at intervals that will allow the Fiscal Agent to make timely payments to the service providers without fiscal Agents having to front load or advance any payment from its coffers. Fiscal Agent is entitled to a ten percent (10%) administrative fee from the \$210,000.00.

#### **TERM OF AGREEMENT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2023. This Contract shall automatically be renewed on January 1, 2024 and continue until December 31, 2024, unless extended.

#### **TERMINATION OF AGREEMENT: TERMINATION OF AGREEMENT FOR CAUSE**

Either the Sponsoring Organization or the Fiscal Agent may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of this Agreement. Any party seeking to terminate this Agreement is required to give ten (10) days' prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Agreement shall, upon expiration of the ten (10) days from the date notice is delivered, be terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned

to the sender, or delivery by a nationally recognized overnight delivery service. Fiscal Agent must return all unobligated funds in its custody to the Sponsoring Organization.

#### **TERMINATION OF AGREEMENT: TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by giving at least seven (7) days' prior notice in writing (hand delivery, certified mail with receipt, or delivery by a nationally recognized overnight delivery service) to the Association.

#### **RECORDS, REPORTS AND AUDITS**

The Fiscal Agent shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all funds received from the Sponsoring Organization pertaining to this Agreement and such other records as may be requested by the Sponsoring Organization to assure proper accounting for all funds. Said records shall be made available for audit purposes to the Sponsoring Organization or its representative(s), and shall be retained for at least three (3) years after expiration of this Agreement or completion of the program unless permission to destroy them is granted by the Sponsoring Organization. The Fiscal Agent's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations. Further, the Fiscal Agent shall submit reports on a monthly basis of the funds expended. Said reports shall be submitted to the Fulton County, c/o Finance Director, 141 Pryor Street, Suite 7000 Atlanta, Georgia 30303.

#### **INSPECTION OF FILES AND RECORDS**

The County shall at all reasonable times have access to the pertinent offices and books and records of the Fiscal Agent for inspection of the activities performed and expenses incurred under this Agreement.

#### **ASSIGNMENT OF CONTRACT**

The Fiscal Agent shall not make any purported assignment of this Agreement, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

#### **CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities covered by this Agreement, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

#### **EQUAL OPPORTUNITY AND NONDISCRIMINATION**

The Fiscal Agent shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as amended; Fair Housing Act, as amended; and any other applicable Acts which prohibit discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status.

### **HOLD HARMLESS/ INDEMNIFICATION**

The Fiscal Agent, to the extent allowable by law, hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, and the Task Force members from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Fiscal Agent, its agents, employees, officers and directors. The Fiscal Agent does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by the Fiscal Agent's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Agreement.

### **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

### **VARIATIONS OR MODIFICATIONS TO AGREEMENT**

This Agreement constitutes the entire arrangement between the Sponsoring Organization and the Fiscal Agent, and there are no further written or oral contracts with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing, approved by the BOC, and signed by Sponsoring Organization's and the Fiscal Agent's duly authorized representatives.

Nothing herein shall preclude the Fiscal Agent from pursuing contracts with the County for subsequent years, with the approval of additional projects or funding by the BOC.

### **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to FULTON COUNTY, shall be addressed as follows:

Fulton County:

Department of External Affairs  
141 Pryor Street SW, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30303

Copy To: County Attorney

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

Notices to the ATLANTA UNIVERSITY CENTER CONSORTIUM to be addressed as follows:

Atlanta University Center Consortium

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**GOVERNING LAW**

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

**COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Electronic, photocopy and facsimile copies of signatures may be used in place and stead of original signatures with the same force and effect as originals.

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Agreement on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this,

The \_\_\_\_ day of July, 2023.

**ATLANTA UNIVERSITY CENTER CONSORTIUM** Attest:

\_\_\_\_\_

\_\_\_\_\_

(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

(Seal)

**Fulton County, Georgia**

Attest:

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

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Tonya Grier,  
Clerk to the Commission

(Seal)

Approved as to Form:

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Office of the County Attorney

EXHIBIT A