

## **SUBRECIPIENT CONSULTANT AGREEMENT**

### **AGREEMENT BETWEEN FULTON COUNTY SHERIFF AND ATLANTA POLICE FOUNDATION FOR**

**FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) U.S. Department of Justice Grant**

**THIS AGREEMENT** is entered into effective the 1st day of October, 2020 by and between Theodore “Ted” Jackson, the Fulton County Sheriff, for the benefit of the Fulton County Sheriff’s Office (herein called the “Sheriff’s Office”) and Atlanta Police Foundation, DUNS #825845055 (herein called “Consultant”), to undertake the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI).

**WHEREAS**, the Sheriff’s Office, in conjunction with Consultant, has applied for and has been awarded funds from U.S. Department of Justice, Office of Justice Programs under the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant, Award Date: 09/30/2019, Program Period: October 1, 2019 – September 30, 2023, Catalog of Domestic Federal Assistance (CFDA) No.16.812 - Second Chance Act Reentry Initiative, Award Number 2019-RW-BX-0001. The funds obligated by this action are \$1,000,000.

**WHEREAS**, Sheriff’s Office and Consultant wish to set forth the responsibilities and obligations of each in undertaking the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant and in utilizing such funds;

**NOW, THEREFORE**, it is agreed between the parties hereto that:

### **ARTICLE 1 – CONSULTANT’S SERVICES**

**Paragraph 1.0.** The Sheriff’s Office retains Consultant, and pursuant to said retention, Consultant agrees to render the services as hereinafter defined and required, to perform such services in the manner and to the extent required by the parties herein, and as may be hereafter amended or extended in writing by mutual agreement of the parties.

**Paragraph 1.1.** Consultant represents, and the Sheriff’s Office acknowledges, that it will assign and designate the Consultant to render the services defined as required herein.

**Paragraph 1.2.** Consultant represents that it is an entity free to contract.

**Paragraph 1.3.** The Consultant acknowledges, under the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant to comply with Federal Rules Part 200 Uniform Requirements and “Special Conditions” as applicable. (See Exhibit A).

## **ARTICLE 2 – SCOPE OF PROGRAM**

**Paragraph 2.0.** The goal of the FY19 Second Chance Act Improving Reentry for Adults with Co-Occurring Substance Abuse and Mental Illness (CSAMI) Grant: Focus on Evidence-based Strategies for Successful Reentry from Incarceration to Community program is to support jurisdictions to develop and implement comprehensive and collaborative strategies that address the challenges posed by reentry and to increase public safety and reduce recidivism for individuals reentering communities from incarceration who are at medium to high risk for reoffending. The recipient will use CSAMI award funds to reduce recidivism and improve public safety through collaboration, coordination, and alignment of funds using the Transition from Jail to Community model and other evidence-based interventions.

## **ARTICLE 3 – SCOPE OF SERVICES**

**Paragraph 3.0.** Upon execution of this Agreement, the Consultant shall commence providing professional services for the Sheriff's Office. To further improve the availability of services for eligible program participants, the Consultant agrees to make the following resources available to ensure effective development and implementation of the program:

- Collaborate with Sheriff's Office staff during the planning phase to solidify a treatment reentry plan for offenders with co-occurring disorders.
- Provide Office space and equipment for project staff to provide post-release services in the target community.
- Provide pertinent data to complete necessary reports as required by the research partner or DOJ/BJA and submit all information within timeframes that allow Sheriff's Office to meet any established reporting deadlines; and
- Link program participants to community based programs: the Consultant will help build capacity to develop and implement the County's five year strategic plan to reduce recidivism from 50% to 24%.

The Consultant will provide the above outlined services under the coordination of the Sheriff's Office. The Sheriff's Office will be responsible for financial and program administration and oversight, including the preparation and submission of requisite program and financial reports, insurance of confidentiality, maintenance of records and managing, dispersing and accounting for all federal funds received for the Co-occurring Program. The Sheriff's Office will oversee the day-to-day operations of the program and work, in collaboration with its partners, to provide safe and appropriate treatment services to pre- and post-release offenders with co-occurring disorders.

## **ARTICLE 4 – COMPENSATION OF SERVICES**

**Paragraph 4.0.** The services described in Article III herein shall be performed during the grant award period of performance start date (October 1, 2020) and end date (September 30, 2023). The Consultant will be compensated as outlined below during the grant period of performance. Total Compensation shall not exceed \$120,000.00.

### **2nd Grant Period (October 1, 2020 - September 30, 2021)**

Consultant will be compensated monthly at \$3,333.33. The annual salary shall not exceed \$40,000.00 during the 2nd grant period.

### **3rd Grant Period (October 1, 2021 - September 30, 2022)**

Consultant will be compensated monthly at \$3,333.33. The annual salary shall not exceed \$40,000.00 during the 3rd grant period.

### **4<sup>th</sup> Grant Period (October 1, 2022 - September 30, 2023)**

Consultant will be compensated monthly at \$3,333.33. The annual salary shall not exceed \$40,000.00 during the 4th grant period.

**Paragraph 4.1.** Notwithstanding the foregoing provisions, the Sheriff's Office shall have no duty to make deductions for unemployment insurance, social security contributions, or state and federal income taxes. Such payments shall be the sole responsibility of the Consultant.

## **ARTICLE 5 – INVOICING AND PAYMENT**

**Paragraph 5.0.** Time of Payment: The Sheriff's Office shall make payments to Consultant within thirty (30) days after receipt of a proper invoice.

**Paragraph 5.1.** Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Sheriff's Office  
185 Central Avenue, 9th Floor  
Atlanta, Georgia 30303  
Attn: Dr. Vinyl Baker OR

Via Email: [vinyl.baker@fultoncountyga.gov](mailto:vinyl.baker@fultoncountyga.gov)

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

- 1) Consultant Information
  - a. Consultant Name
  - b. Consultant Address
  - c. Consultant Code (will be provided by Sheriff's Office)
  - d. Consultant Contact Information
  - e. Remittance Address

- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. CFDA#
  - d. Date(s) of Services Performed
  - e. Detailed Description of Services Provided

- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement. Approved budget does not include indirect cost.

## **ARTICLE 6 – NON-APPROPRIATION**

**Paragraph 6.0.** This Agreement states the total obligation to the Consultant for the grant period year of execution. Notwithstanding anything contained in this Agreement, the obligation of the Sheriff's Office to make payments provided under this Agreement shall be subject to annual appropriations of funds from the U.S. Department of Justice, Office of Justice Programs (OJP). The Sheriff's Office shall deliver written notice to the Consultant in the event OJP does not extend the budgeted funds for the succeeding grant period year. If sufficient funds have not been appropriated to support continuation of this Agreement for either the 3rd or 4th grant period years, this Agreement shall terminate absolutely and without further obligation on the part of the Sheriff's Office at the close of the grant period year of its execution or at the close of the 2<sup>nd</sup> grant period year, with no renewal for the 3<sup>rd</sup> or 4<sup>th</sup> grant period year, unless a shorter termination period is provided in writing by the Sheriff's Office to the Consultant.

## **ARTICLE 7 – OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

**Paragraph 7.0** Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. 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 Sheriff's Office for its use after termination hereof and Consultant 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 Consultant and registered in the name of the Sheriff's Office, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Any information developed for use in connection with this Agreement may be released as public domain information by the Sheriff's Office at its sole discretion.

## **ARTICLE 8 – PERFORMANCE MONITORING**

**Paragraph 8.0.** The Sheriff's Office will monitor the performance of Consultant against goals and performance standards as stated in Agreement. Also, the Consultant shall provide the Sheriff's Office all necessary reporting information as required by the U.S. Department of Justice, Office of Justice Programs (OJP). Substandard performance as determined by the Sheriff's Office will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time after being notified by the Sheriff's Office, contract suspension or termination procedures will be initiated

## **ARTICLE 9 – FINANCIAL MANAGEMENT**

**Paragraph 9.0.** Contractor must permit Fulton County and its auditors to have access to records and financial statements as necessary for Fulton County to meet the requirements in Title 2, Code of Federal Regulations (CFR), Part 200 from section 200.300 "Statutory and national policy requirements" through section 200.309 "Period of performance," and Subpart F-Audit Requirements.

## **ARTICLE 10 – NOTICES**

**Paragraph 10.0.** Communication and details concerning this Agreement shall be directed to the following contract representatives:

**Sheriff's Office Representative:**

Dr. Vinyl Baker  
Fulton County Sheriff's Office  
185 Central Avenue, 9<sup>th</sup> Floor  
Atlanta, GA 30303  
Phone: (404) 612-9240  
Fax: (404) 730-5870  
Email: vinyl.baker@fultoncountyga.gov

**Consultant Representative:**

Dave Wilkinson, President & CEO  
Atlanta Police Foundation, Inc.  
191 Peachtree St., NE, Suite 191  
Phone: (404) 586-0180  
Email:  
DWilkinson@ATLANTAPOLICEFOUNDATION.  
ORG

## **ARTICLE 11 – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

**Paragraph 11.01** Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

**Paragraph 11.02** Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

**Paragraph 11.03** Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be

binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## **ARTICLE 12 – ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable “Anti-Kickback” Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

## **ARTICLE 13 – PROHIBITED INTEREST**

**Paragraph 13.01** Conflict of interest: Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

**Paragraph 13.02** Interest of Public Officials: No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE 14 – ENVIRONMENTAL CONDITIONS**

Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

## **ARTICLE 15 – LABOR STANDARDS**

Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

## **ARTICLE 16 – COPYRIGHT**

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

## **ARTICLE 17 – LOBBYING**

By entering this Agreement, Contractor agrees no Federal appropriated funds have been paid or will be paid, by or on the behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to The Office of Research Support Services (RSS).

## **ARTICLE 18 - DEBARMENT AND SUSPENSION**

By entering Agreement, Consultant certifies that neither it nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant may not form a new contract, make a new purchase from, or enter into any new business relationship with parties listed on the government wide exclusions database in the System for Award Management (SAM).

## **ARTICLE 19 – INDEMNIFICATION**

**Paragraph 19.0.** Consultant hereby covenants and agrees to indemnify and hold harmless the Sheriff and all of his deputies, officers and employees, and Fulton County, its Commissioners, officers, and employees from any and all claims, losses, liabilities, damages, deficiencies, demands, judgments or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or incurred by such party, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, or property damage, arising in any way from the actions or omissions of the Consultant, its directors, officers, employees, agents, successors, and assignees.

**Paragraph 19.1.** Consultant further agrees to release, indemnify, defend and hold harmless the Sheriff's, all of his deputies, officers and employees and the County, its Commissioners, officers, and employees from any injury, loss, claim and demand, without regard to negligence. Nothing herein shall be construed to preclude Consultant from bringing suit for breach of contract.

## **ARTICLE 20 – TERMINATION**

**Paragraph 20.0.** If, through any cause, Consultant shall fail to fulfill its obligations under the Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of the Agreement are violated by the Consultant, the Sheriff's Office shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice upon the Consultant of its intent to suspend or terminate the Agreement. If the Agreement is suspended by the Sheriff's Office, the Consultant will be given a specified time period to perform its contractual obligations. If the Agreement is terminated by the Sheriff's Office, the Consultant will be compensated for the hours completed as of the termination date.

**Paragraph 20.1.** In the event that the Sheriff's Office determines it is no longer in its best interest to retain a Consultant for the purposes described herein, the Sheriff's Office may terminate this Agreement by giving at least thirty (30) calendar days prior notice in writing (by hand delivery or posting in the U.S. Mail) to the Consultant by stating the reasons for such termination.

## **ARTICLE 21 – INDEPENDENT CONSULTANT STATUS**

**Paragraph 21.0.** Nothing contained herein shall be deemed to create any relationship other than that of an independent Consultant between the Sheriff's Office and Consultant. Under no circumstances shall Consultant be deemed an employee, agent, partner, successor, assignee or legal representative of the Sheriff's Office or the County.

**Paragraph 21.1.** Consultant acknowledges that it shall have no rights to redress pursuant to the Personnel Policies and Procedures of Fulton County.

## **ARTICLE 22 – TERM OF CONTRACT**

**Paragraph 22.0.** The duration of this Agreement shall be for three years (3) beginning in October 1, 2020 and ending in September 30, 2023, unless earlier terminated in accordance with this Agreement or renewed by the parties in writing.

## **ARTICLE 23 – VARIATIONS OR MODIFICATIONS TO CONTRACT**

**Paragraph 23.0.** This Agreement constitutes the entire agreement between the Sheriff's Office and the Consultant, and there are no further written or oral agreements with respect thereto. No variation or modifications of the contract, and no waiver of its provisions, shall be valid unless in writing and signed by the Sheriff's Office and the Consultant or its duly authorized representative.



## **ARTICLE 24 – SEVERABILITY OF TERMS**

**Paragraph 24.0.** If any part or provision of this Agreement is held invalid, the remainder of this contract shall not be affected and thereby shall continue in full force and effect.

## **ARTICLE 25 – CAPTIONS**

**Paragraph 25.0.** The captions inserted herein are only as a matter of convenience and for reference and in no way define limits or describes the scope of this Agreement or the intent of the provision thereof.

## **ARTICLE 26 GOVERNING LAW**

**Paragraph 26.0.** 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, venue Fulton County.

**[SIGNATURES ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals.

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_

Theodore Jackson  
Sheriff of Fulton County  
185 Central Avenue S.W.  
Atlanta, Georgia 30303

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

By: \_\_\_\_\_

Robert L. Pitts  
Chairman, Fulton County Board of Commissioners  
141 Pryor Street SE.  
Atlanta, Ga 30303

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

By: \_\_\_\_\_

Tonya R. Grier  
Interim Clerk to the Commission  
141 Pryor Street SE.  
Atlanta, Ga 30303

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

**ATLANTA POLICE FOUNDATION, INC.**

By: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the County Attorney

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