

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia - Accountability Courts Grant**

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

PROJECT NAME: Driving Under the Influence

SUBGRANT NUMBER: A23-8-012

FEDERAL FUNDS: \$ 17,515

MATCHING FUNDS: \$ 2,388

TOTAL FUNDS: \$ 19,903

GRANT PERIOD: 07/01/22-06/30/23

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2022.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/22



6/10/22

Signature of Authorized Official Date

Robert L. Pitts Chairman, Fulton County Board of Commissioners

Typed Name & Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)



INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/22	9		**	A23-8-012
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Driving Under the Influence	624.41	\$ 17,515

CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia – Accountability Courts

FY23 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
Initials BJ

2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
Initials BJ

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
Initials BJ

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
Initials BJ

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.
Initials BJ

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.
Initials BJ

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.
Initials BJ

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
Initials BJ

9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other

subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials BJ

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.
Initials BJ
11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.
Initials BJ
12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.
Initials BJ
13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the Evidence-Based Training MOU upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.
Initials BJ
14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.
Initials BJ
15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs
Initials BJ
16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit an evidence-based MOU for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.
Initials BJ
17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.
Initials BJ

18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.

Initials BJ

19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

Initials BJ

20. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.

Initials BJ

21. Grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2023. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2023 or risk losing access to those funds.

Initials BJ

22. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials BJ

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Authorized Official Signature

6/10/22

Date

Robert L. Pitts

Print Authorized Official Name

Chairman, Fulton County Board of Commissioners

Title



ITEM # 22-0415 RCS 615122
RECESS MEETING

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC., (the "FOUNDATION"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Fulton County ("COUNTY"), having its principal office at 141 Pryor St. S.W., Atlanta, GA 30303. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY'S governing authority and entry on the COUNTY'S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the COUNTY Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the COUNTY to employ interns to complete projects as described in the county grant application ("County Grant Application") (**Exhibit B**) from May 1, 2022 until September 1, 2022. This Agreement provides the terms and conditions under which the COUNTY may receive reimbursement from the FOUNDATION.

II. REIMBURSEMENT TO COUNTY.

In exchange for the COUNTY hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the FOUNDATION shall provide reimbursement to the COUNTY as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The FOUNDATION shall reimburse the COUNTY for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY'S workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2022 to September 1, 2022, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information

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to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (“E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 15, 2022 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 27, 2022:); intern consent form (“Intern Consent Form”) (Exhibit F); the intern information form (“Intern Information Form”) (Exhibit G); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
- 1. The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 - 2. Fair Labor Standards Act**
 - 3. Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.

- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

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of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2022.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

ACCG Civic Affairs Foundation

COUNTY: Fulton

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:

Robert L. Pitts
Signature
Robert L. Pitts
Printed Name
CHAIRMAN
Title:

Signature
Dave Wills
Printed Name

Secretary-Treasurer
Title:

This 29th day of June, 2022

This ____ day of _____, 2022

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of Fulton County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the Fulton County Governing Authority in a meeting that was properly advertised and open to the public on 6/15, 2022, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)



Janice R. Arnie
Clerk

ACCG Civic Affairs Foundation

February 4, 2022

Mr. Reginald Crossley
137 Peachtree Street
Atlanta, GA 30303

Dear Mr. Crossley:

I am pleased to inform you that Fulton County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2022 summer program in the amount of **\$2607.60** for the **Youth Commission** intern project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2022 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chairman Robert Pitts
Dick Anderson
Tonya Grier