

**AWARD WITHOUT COMPETITION (SOLE SOURCE) PROFESSIONAL SERVICES
AGREEMENT – SUBAWARD TO GEORGIA STATE UNIVERSITY**

Name and Address of Recipient: COUNTY OF FULTON
141 PRYOR ST SW
ATLANTA, GA 30303

Recipient UEI: J3Y1XYZYUFQ5
Project Title: Fulton County Youth Intervention Planning program (YIP)
Award Number: 15PJDP-23-GK-06141-TITL
Solicitation Title: OJJDP FY 2023 Building Local Continuums of Care to
Support Youth Success

Federal Award Amount: \$450,000.00
Federal Award Date: 2/16/24
Awarding Agency: Office of Justice Programs
Office of Juvenile Justice Delinquency Prevention

R&D: The GSU research team will implement a 3-phase
approach to include interviews with at-risk and justice
involved youth to identify needed resources for
delinquency prevention

Assistance Listing No: 16.548
Assistance Listings Program Title: Delinquency Prevention Program
Indirect Cost Rate: De minimis

This Agreement made and entered into this 1st day of January, 2024, by and between the **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County”, and **GEORGIA STATE UNIVERSITY**, hereinafter referred to as “Subrecipient”, authorized to transact business in the State of Georgia.

WITNESSETH:

WHEREAS, the County desires to engage Subrecipient to provide all professional services required by the County to develop strategic planning and evaluation processes to identify strengths and gaps, determine resources, develop a database of interventions and services, and identify more efficient processes; and

WHEREAS, Subrecipient has represented to County that it is uniquely experienced and qualified to perform the professional services required by the County and has qualified staff available to commit to the Project and County has relied upon such representations; and

WHEREAS, Fulton County Juvenile Court was awarded an Office of Juvenile Justice Delinquency and Prevention grant to conduct research on gaps, determine resources, and develop a database of interventions and services, and identify more efficient processes.

WHEREAS, The Grant Period runs from January 1, 2024 through June 30, 2025, and may be extended in one-year increments by the Department of Justice (DOJ), Office of Justice Programs; and

WHEREAS, Georgia State University (GSU), Department of Criminal Justice and Criminology, will create and analyze a combined quantitative and qualitative database with geocoded components. The databases and analyses will be provided to Fulton County for their use in the future; and

WHEREAS, Subrecipient agrees to render such services in connection with the project in compliance of all obligations required from this designation; and

WHEREAS, this Agreement was approved pursuant to Purchasing Code Section 102-369, which authorizes the County Manager to sign contracts on behalf of the County.

1.0 Contract Documents

County and Consultant agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Exhibit A, Scope of Work
- III. Exhibit B, Compensation
- IV. Exhibit C, Certificate of Insurance
- V. Exhibit D, Georgia Immigration Affidavit

2.0 Scope of Work

The County hereby engages Consultant to provide, and Subrecipient agrees to provide for the County, all work required by this Agreement to perform all tasks described in Exhibit A, Scope of Work.

3.0 Subrecipient Representations

- (a) Subrecipient represents that it has, or will secure at its own expenses, all personnel required to perform all work to be completed under this Agreement.
- (b) The Subrecipient shall perform all services as an independent entity and not as an agent of the County.
- (c) The Subrecipient hereby agrees to perform the duties of this agreement and further agrees to furnish all labor, materials, tools and equipment specified or required for the completion of all work called for herein and as set forth in Exhibit A, Scope of Work and Compensation.
- (d) All personnel engaged in the Project by Subrecipient shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

- (e) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Subrecipient without the prior written consent of the County.
- (f) Subrecipient by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning skill and ability which is ordinarily possessed by other members of its profession and further contract that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Subrecipient under similar conditions and like circumstances and shall perform such duties without neglect.

4.0 Contract Modifications

If during the course of performing the Project, County and Subrecipient agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the County. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

5.0 Compensation

Compensation for work performed by Subrecipient on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit B, Compensation.

The total contract amount for the Project shall not exceed \$128,883.00 (One Hundred Twenty-Eight Thousand Eight Hundred Eighty-Three Dollars and No Cents), which is full payment for a complete scope of work.

6.0 Insurance

Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified by Risk Management with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage, as listed below.

Subrecipient shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance Subrecipient that coverage afforded under such policy or policies shall expire, be cancelled or materially altered. Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation), using Travelers Blanket Additional Insured Endorsement CGD246 or its equivalent for ongoing operations and completed operations for two years after substantial completion of Subrecipient's work.

The Subrecipient's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

7.0 Contract Term

The agreement shall be effective in accordance with the Grant project period start date of January 1, 2024 and shall terminate absolutely and without further obligation of County on December 31, 2024. The agreement shall automatically renew for a second term effective through June 30, 2025, with the same conditions as the initial term, unless terminated by either party as described herein. The agreement may be renewed subsequently if the Grant is extended by the Department of Justice (DOJ), Office of Justice Programs.

8.0 Termination of Agreement for Cause

- (1) Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Subrecipient refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.
- (4) The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.
- (5) Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

9.0 Termination for Convenience of County

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for

convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

10.0 Indemnification

The Subrecipient shall indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims against the County, its officers, agents and employees to the extent they arise out of any negligent act or omission of the Subrecipient or any subcontractors employed by the Subrecipient or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Subrecipient or any subcontractors employed by the Subrecipient or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. The Subrecipient further agrees that its agreement to indemnify and hold harmless the County, its officers, agents and employees shall not be limited to the limits of the liability insurance under this Agreement and the attached specifications.

11.0 Permits and Licenses

All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

12.0 Invoicing and Payment

Subrecipient shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Subrecipient within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided

for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Subrecipient's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable scope of work, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Subrecipient will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed

items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Subrecipient will be promptly paid by County.

Payment of Subcontractors/Sub-Consultants/Suppliers: The Subrecipient must certify in writing that all subcontractors/sub-consultants of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors/sub-consultants or suppliers until it has received a progress payment from Fulton County, the Subrecipient shall pay all subcontractors/sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

13.0 Taxes

The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

14.0 Confidentiality

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

15.0 Ownership of Intellectual Property and Information

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 County 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 County, 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. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

16.0 Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

Notice to County, shall be addressed as follows:

Chief Administrative Officer
Juvenile Court
395 Pryor Street, SW Atlanta, GA 30312
Attn: Cicely Barber
E-mail: Cicely.Barber@fultoncountyga.gov

With a copy to:

Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303
Attn: Felicia Strong-Whitaker
Email: felicia.strong-whitaker@fultoncountyga.gov

Notices to Subrecipient shall be addressed as follows:

Georgia State University
PO Box 3999
Atlanta, GA 30302-3999
Attn: Katherine Pope
Email: kpope11@gsu.edu

17.0 Confidentiality

All notices and deliverables pertaining to this Agreement shall be marked "Privileged and Confidential" and the appropriate restrictions pertaining to legally privileged and confidential documents will apply. These documents will also be subject to applicable exceptions to public disclosure pursuant to O.C.G.A. § 50-18-72.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

SUBAWARDEE:

FULTON COUNTY, GEORGIA

Dick Anderson
County Manager

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED:

Felicia Strong-Whitaker
Chief Purchasing Agent

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Cicely Barber
Chief Administrative Officer
Juvenile Court

SUBRECIPIENT:

GEORGIA STATE UNIVERSITY

Katie Pope, Director
Pre-Award Sponsored Programs

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

The Subrecipient shall furnish and install all necessary labor, materials, equipment, supervision and insurance and will perform the following tasks required for this scope of work as described below:

Fulton County Juvenile Court (FCJC), in partnership with additional supporting Fulton County agencies and engaged community partners from all sectors, will implement the Fulton County Youth Intervention Planning program (YIP) that will convene the Planning Council of Community Stakeholders (PCCS) to:

- (i) Identify and evaluate current intervention programs for youth (ages 12-17) within Fulton County that are aimed to reduce involvement with the justice system;
- (ii) Identify strategies for cost savings and opportunities for impact reinvestments into programs and initiatives with proven results; and
- (iii) Establish a continuum of care framework that supports the decarceration and diversion of at-risk youth within the service area.

The PCCS will be led by Dr. Volkan Topalli, an expert on urban violence, drug markets, youth crime, and community crime prevention and a Professor of Criminal Justice and Criminology at the Andrew Young School of Policy Studies at Georgia State University (GSU). The GSU research team will implement a 3-phase approach to include interviews with at-risk and justice-involved youth and their families, community-based service providers currently receiving referrals from FCJC, and additional community-based organizations that have not yet been vetted by the Court but are providing known impacts to the community. Additional quantitative data analyses will follow the Cardiff Violence Program Model and will include geographically identified trend data from Fulton County and constituent municipality agencies and administrative data from FCJC.

The final deliverables include:

- (1) An asset map of all identified resources and programs within the County;
- (2) An internet dashboard/database to be used by FCJC and Fulton County citizens to locate much-needed effective service providers within communities throughout the County;
- (3) A final report with findings from all program evaluations that identifies strengths and areas for improvement; an
- (4) An online training curriculum to increase the capacity of community-based service providers to collect, analyze, and report participant data to increase fund development efforts and long-term sustainability.

Intended beneficiaries include Fulton County agencies and citizens, along with other jurisdictions throughout the State that could implement a similar method of establishing an effective continuum of care for at-risk and justice-involved youth and their families.

EXHIBIT B

COMPENSATION

COMPENSATION

County agrees to compensate Subrecipient for all work/services to be performed under this Agreement in an amount not to exceed \$128,883.00 (One Hundred Twenty-Eight Thousand Eighty Hundred Eighty-Three Dollars and No Cents).

Year	Dollar Amount
2024	\$85,550.00
2025	\$43,333.00
TOTAL	\$128,883.00

EXHIBIT C

CERTIFICATE OF INSURANCE

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION CONSULTANT

AFFIDAVIT AND AGREEMENT