

# 2023 U.S. Bureau of Justice Assistance Sexual Assault Kit Initiative Subrecipient Contract between Fulton County and the Atlanta Police Department

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the Fulton County District Attorney (“FCDA”), and Atlanta Police Department, an agency of the City of Atlanta, (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, The FCDA 2021 U.S. Department of Justice’s Bureau of Justice Assistance (BJA) BJA National Sexual Assault Kit Initiative (“SAKI”) Grant, Grant Award No. 15PBJA-21-GG-04323-SAKI, in the amount of \$2,500,000.00 (the “Grant”); and

**WHEREAS**, The Grant was awarded to FCDA on October 1, 2021, by the U.S. Department of Justice (“DOJ”), Bureau of Justice Assistance (“BJA”) as memorialized in the attached award letter, narrative and budget (see “Schedule 1”); and

**WHEREAS**, The Grant Period runs from October 1, 2021, through September 30, 2024, and may be extended in one-year increments by the (“DOJ”), (“BJA”); and

**WHEREAS**, Atlanta Police Department (“Subrecipient”) was a named sub awardee in the Grant; and

**WHEREAS**, 4,000 sexual assault kits for incidents pre-dating 2000 have been located at the GBI and over 3,500 of those kits belong to the Atlanta Police Department, or approximately 80% of the pre-1999 belongs to the Atlanta Police Department: and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described in Schedule 2 which is to be wholly financed by the Grant; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter this Contract under the terms, obligations and conditions expressed herein.

**WHEREAS**, this Agreement was approved by the Fulton County Board of Commissioners on July 12, 2023, Agenda Item 23-0447;

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. **Purpose.** This Contract describes the way in which the Parties will use The Grant to develop a strategic plan to reduce crime in targeted distressed neighborhoods facing serious and violent crime, that leverages community knowledge and expertise to build public trust with law enforcement, make neighborhoods safer, create collaborative cross-sector approaches that help advance broader neighborhood development and delivery of services to the community.
2. **Independent Contractor.** The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind

the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. To the extent allowed by law, Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, ("Effective Date") Georgia and will remain in effect until September 30, 2024, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$744,802.20 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2024, or through any approved extensions by the DOJ, BJA the duration of the grant as defined in this contract.
3. **Disbursement.** Payment shall be contingent on FCDA receipt of an undisputed invoice and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. **Scope of Services.** Subrecipient will provide services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for provided any funding above the total amount of the Award Amount.

## **ARTICLE III. REPORTING**

1. **Maintenance of Records.** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2021 BCJI Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this

Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. **Financial Reports.** Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (if) name and address of individual receiving assistance; (ii) type of assistance provided; (iii) total amount of each type of assistance provided; and (iv) personnel and consultants employed. The Grant funding the progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures.** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Futon County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Contract.

4. **Audited Financial Statements.** If Subrecipient expends \$750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.
5. **Survival.** This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION**

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term “federal, state, and local laws” as used in this Contract shall mean applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as such laws which may be enacted or otherwise become effective during the Term. By entering this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws, and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

#### **ARTICLE V. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of Termination shall be given to the appropriate Party at the address shown in Article VI of this Contract.
2. Anything contained herein to the contrary notwithstanding, either party may terminate this agreement effective immediately prior to expiration of the term, where a material breach has occurred and the offending party fails to cure said breach within the time allotted.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

#### **ARTICLE VI. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County District Attorney  
136 Pryor St SW 3<sup>rd</sup> Floor  
Atlanta, GA 30303

**Copy to:**

Office of the County Manager  
141 Pryor Street, Suite 10062  
Atlanta, GA 30303

Office of the County Attorney  
141 Pryor Street, Suite 4038  
Atlanta, GA 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
5. This Contract shall inure to be the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the productions of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
8. This Contract is not intended to and shall not be constructed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provisions contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**Schedule 1**

**Award Letter and Grant Narrative**

**Schedule 2**

**Name of Subrecipient: Atlanta Police Department**

**Subrecipient's EIN Number: 58-60000511**

**Subrecipient's UIE Number: LMLGAPUXAA2**

**Notice Address:**

Brian Paxton, Esq., Senior Attorney II  
Public Safety, Special Initiatives  
City of Atlanta Department of Law - Business Services Division  
55 Trinity Ave SW, Suite 5000  
Atlanta, GA 30303  
Cell: 404-326- 8229  
Web: [BPaxton@AtlantaGa.Gov](mailto:BPaxton@AtlantaGa.Gov)

**Award Amount: \$744,802.20**

**Description of Scope of Work:**

APD will hire two detectives who will be exclusively assigned to the Fulton SAKI project. They will investigate each APD SAKI case, building each case from the ground up, locating victims, witnesses, and suspects, travelling to meet with witnesses and victims and locating any additional evidence and additionally, they will provide APD resources to Fulton SAKI, such as investigative resources and access to archived resources that Fulton SAKI desperately needs to complete these necessary investigations.

**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.

**OWNER:**

**FULTON COUNTY, GEORGIA:**

**SUBRECIPIENT:**

**ATLANTA POLICE DEPARTMENT**

DocuSigned by:

*Robert L. Pitts*

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Robert L Pitts Chairman  
Fulton County Board of Commissioners

*DB Schierbaum*

Darin Schierbaum, Chief  
Atlanta Police Department

**ATTEST:**

**ATTEST:**

DocuSigned by:

*Tonya R. Grier*

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Tonya R. Grier  
Clerk to the Commission

Second Authorized Signature

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:

*Brad Bowman*

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Office of the County Attorney

Notary Public

**APPROVED AS TO CONTENT:**

DocuSigned by:

*Natalie Zellner*

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Natalie Zellner, Director  
Fulton County District Attorney

**Please select RCS or RM from the checkbox**

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	23-0447 ITEM#: _____ RM: _____ 7/12/2023 <b>REGULAR MEETING</b>
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