

**MEMORANDUM OF UNDERSTANDING BETWEEN  
FULTON COUNTY, GEORGIA,  
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE  
AND ATLANTA POLICE FOUNDATION  
2020 Comprehensive Anti-Gang Programs for Youth  
PURPOSE AND ROLES**

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and Atlanta Police Foundation ("AFP") (collectively, the "Parties"). The FCDAO is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$488,594 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with a one year renewal term if the 2020 CAGPFY Program Grant is extended through October 2023.

The Grant was awarded to FCDAO on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Budget Narrative. FCDAO will work with AFP to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

**II. RESPONSIBILITIES OF COUNTY AND FCDAO**

- 1) Manage the 2020 CAGPFY Program Grant and reporting required under the Grant.
- 2) Work with AFP to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes, and provide that information for 2020 CAGPFY Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2020 CAGPFY Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to AFP within 10 days of the receipt of said funds.

### III RESPONSIBILITIES OF AFP

- a) AFP will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2020 CAGPFY Grant reporting purposes, which AFP shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- c) Collect the Grant's required performance measure data, and provide the information to the County and FCDAO for 2020 CAGPFY Grant reporting purposes.
- d) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2020 CAGPFY.

### IV. GENERAL PROVISIONS

- a) **Other Relationships or Obligations.** This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOA.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. Each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or the immunities available to the County's officials, officers, and employees.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.



## **PAYMENT FOR PROGRAM ACTIVITIES**

For the aforementioned services FCDAO agrees to pay AFP solely from allocated and available Program Grant funds for eligible costs incurred by AFP in pursuit hereof, in an amount not to exceed \$25,000 each year of years one and two, and \$23,000 for year three of the Grant program for a total of \$73,000 in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2023.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If AFP should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

## **RECORDKEEPING AND PERFORMANCE DATA**

- a) AFP shall keep proper records of, and submit to the FCDAO each quarter, the following data:
  - i. Documentation of activities to be carried out by grant funded projects;
  - ii. Total number of youth and adults enrolled;
  - iii. Age of enrolled youth and adults;
  - iv. Services provided to youth and adults;
  - v. Outside services youth and adults are referred to;
  - vi. Number of sessions conducted;
  - vii. Number of unduplicated youth and adults; and
  - viii. Number of outreach events and trainings conducted.
- b) AFP shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected.
- c) AFP shall ensure compliance with HIPAA requirements.
- d) AFP shall provide any monthly and quarterly reports, and any certifications as required by FCDAO, in accordance with the grant.
- e) In the event of termination, the non-confidential and confidential reports prepared by AFP shall be immediately turned over to the FCDAO by AFP.

## **FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION**

- a) AFP shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:
  - i. A breakdown of expenditures by cost category;
  - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
  - iii. Time sheet documentation for grant funded staff position.
- b) AFP shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same or similar purposes or programs. AFP agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of AFP expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
- c) All records shall be available to FCDAO, OJJDP, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of AFP pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) AFP also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of AFP regarding transactions related to this MOU.

## **V. REVIEW AND MODIFICATION**

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

## **VI. CONFIDENTIALITY**

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

## **VII. MEDIA**

No case information or action relating to the partnership of the FCDAO and AFP in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of AFP's Executive Director.

### **VIII. AMBIGUITY**

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.

### **IX. EFFECTIVE DATE**

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2023 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

### **ACCEPTANCE OF AGREEMENT BY PARTIES:**

\_\_\_\_\_  
**Dave Wilkinson**  
**President and Chief Executive Officer**  
**Atlanta Police Foundation**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Robert L. Pitts, Chairman**  
**Fulton County Board of Commissioners**

\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
**Tonya Grier**  
**Clerk to the Commission**

\_\_\_\_\_  
**DATE**



**MEMORANDUM OF UNDERSTANDING BETWEEN  
FULTON COUNTY, GEORGIA,  
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE  
AND WE ALL VALUE EXCELLENCE, INC  
2020 Comprehensive Anti-Gang Programs for Youth  
PURPOSE AND ROLES**

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and We All Value Excellence, Inc. ("WAVE") (collectively, the "Parties"). The FCDAO is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$488,594 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with a one year renewal term if the 2020 CAGPFY Program Grant is extended through October 2023.

The Grant was awarded to FCDAO on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Budget Narrative. FCDAO will work with WAVE to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

**II. RESPONSIBILITIES OF COUNTY AND FCDAO**

- 1) Manage the 2020 CAGPFY Program Grant and reporting required under the Grant.
- 2) Work with WAVE to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes, and provide that information for 2020 CAGPFY Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2020 CAGPFY Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to WAVE within 10 days of the receipt of said funds.

### III RESPONSIBILITIES OF WAVE

- a) WAVE will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) WAVE will provides at risk youth and their families referred by FCDAO trauma assessment and comprehensive mental health counseling. As part of their services, WAVE will work to connect referred youth and families to support services to gain safe and stable housing.
- c) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2020 CAGPFY Grant reporting purposes, which WAVE shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- d) Collect the Grant's required performance measure data, and provide the information to the County and FCDAO for 2020 CAGPFY Grant reporting purposes.
- e) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2020 CAGPFY.

### IV. GENERAL PROVISIONS

- a) **Other Relationships or Obligations.** This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOA.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. Each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or the immunities available to the County's officials, officers, and employees.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

### PAYMENT FOR PROGRAM ACTIVITIES



For the aforementioned services FCDAO agrees to pay WAVE solely from allocated and available Program Grant funds for eligible costs incurred by WAVE in pursuit hereof, in an amount not to exceed \$10,000 each year of years one and two, and \$8,000 for year three of the Grant program for a total of \$28,000 in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2023.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If WAVE should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

#### **RECORDKEEPING AND PERFORMANCE DATA**

- a) WAVE shall keep proper records of, and submit to the FCDAO each quarter, the following data:
  - i. Documentation of activities to be carried out by grant funded projects;
  - ii. Total number of youth and adults enrolled;
  - iii. Age of enrolled youth and adults;
  - iv. Services provided to youth and adults;
  - v. Outside services youth and adults are referred to;
  - vi. Number of sessions conducted;
  - vii. Number of unduplicated youth and adults; and
  - viii. Number of outreach events and trainings conducted.
- b) WAVE shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected.
- c) WAVE shall ensure compliance with HIPAA requirements.
- d) WAVE shall provide any monthly and quarterly reports, and any certifications as required by FCDAO, in accordance with the grant.
- e) in the event of termination, the non-confidential and confidential reports prepared by WAVE shall be immediately turned over to the FCDAO by WAVE.

#### **FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION**

- a) WAVE shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:



- i. A breakdown of expenditures by cost category;
  - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
  - iii. Time sheet documentation for grant funded staff position.
- b) WAVE shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same or similar purposes or programs. WAVE agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of WAVE expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
- c) All records shall be available to FCDAO, OJJDP, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of WAVE pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) WAVE also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of WAVE regarding transactions related to this MOU.

## **V. REVIEW AND MODIFICATION**

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

## **VI. CONFIDENTIALITY**

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

## **VII. MEDIA**

No case information or action relating to the partnership of the FCDAO and WAVE in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of WAVE's Executive Director.

## **VIII. AMBIGUITY**

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.

### **IX. EFFECTIVE DATE**

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2023 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

### **ACCEPTANCE OF AGREEMENT BY PARTIES:**

\_\_\_\_\_  
**Johnny Cade**  
**President and Chief Executive Officer**  
**WAVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Robert L. Pitts, Chairman**  
**Fulton County Board of Commissioners**

\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
**Tonya Grier**  
**Clerk to the Commission**

\_\_\_\_\_  
**DATE**



**MEMORANDUM OF UNDERSTANDING BETWEEN  
FULTON COUNTY, GEORGIA,  
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE  
AND CHRIS 180  
2020 Comprehensive Anti-Gang Programs for Youth  
PURPOSE AND ROLES**

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and Chris 180 ("CHRIS") (collectively, the "Parties"). The FCDAO is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$488,594 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with a one year renewal term if the 2020 CAGPFY Program Grant is extended through October 2023.

The Grant was awarded to FCDAO on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Budget Narrative. FCDAO will work with CHRIS to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

**II. RESPONSIBILITIES OF COUNTY AND FCDAO**

- 1) Manage the 2020 CAGPFY Program Grant and reporting required under the Grant.
- 2) Work with CHRIS to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes, and provide that information for 2020 CAGPFY Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2020 CAGPFY Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to CHRIS within 10 days of the receipt of said funds.

### III RESPONSIBILITIES OF CHRIS

- a) CHRIS will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2020 CAGPFY Grant reporting purposes, which CHRIS shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- c) Collect the Grant's required performance measure data, and provide the information to the County and FCDAO for 2020 CAGPFY Grant reporting purposes.
- d) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2020 CAGPFY.

### IV. GENERAL PROVISIONS

- a) **Other Relationships or Obligations.** This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOA.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. Each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or the immunities available to the County's officials, officers, and employees.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

### PAYMENT FOR PROGRAM ACTIVITIES

For the aforementioned services FCDAO agrees to pay CHRIS solely from allocated and available Program Grant funds for eligible costs incurred by CHRIS in pursuit hereof, in an amount not to exceed \$24,000 each year of years one and two, and \$22,000 for year three of the Grant program for



a total of \$70,000 in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2023.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If CHRIS should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

### **RECORDKEEPING AND PERFORMANCE DATA**

- a) CHRIS shall keep proper records of, and submit to the FCDAO each quarter, the following data:
  - i. Documentation of activities to be carried out by grant funded projects;
  - ii. Total number of youth and adults enrolled;
  - iii. Age of enrolled youth and adults;
  - iv. Services provided to youth and adults;
  - v. Outside services youth and adults are referred to;
  - vi. Number of sessions conducted;
  - vii. Number of unduplicated youth and adults; and
  - viii. Number of outreach events and trainings conducted.
- b) CHRIS shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected.
- c) CHRIS shall ensure compliance with HIPAA requirements.
- d) CHRIS shall provide any monthly and quarterly reports, and any certifications as required by FCDAO, in accordance with the grant.
- e) In the event of termination, the non-confidential and confidential reports prepared by CHRIS shall be immediately turned over to the FCDAO by CHRIS.

### **FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION**

- a) CHRIS shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:
  - i. A breakdown of expenditures by cost category;
  - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
  - iii. Time sheet documentation for grant funded staff position.

- b) CHRIS shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same or similar purposes or programs. CHRIS agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of CHRIS expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
- c) All records shall be available to FCDAO, OJJDP, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of CHRIS pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) CHRIS also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of CHRIS regarding transactions related to this MOU.

## **V. REVIEW AND MODIFICATION**

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

## **VI. CONFIDENTIALITY**

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

## **VII. MEDIA**

No case information or action relating to the partnership of the FCDAO and CHRIS in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of CHRIS's Executive Director.

## **VIII. AMBIGUITY**

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.



## **IX. EFFECTIVE DATE**

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2023 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

## **ACCEPTANCE OF AGREEMENT BY PARTIES:**

\_\_\_\_\_  
**Kathy Colbenson**  
**President and Chief Executive Officer**  
**Chris 180**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Robert L. Pitts, Chairman**  
**Fulton County Board of Commissioners**

\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
**Tonya Grier**  
**Clerk to the Commission**

\_\_\_\_\_  
**DATE**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
FULTON COUNTY, GEORGIA,  
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE  
AND OFFENDER ALUMNI ASSOCIATION  
2020 Comprehensive Anti-Gang Programs for Youth  
PURPOSE AND ROLES**

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and Offender Alumni Association ("OAA") (collectively, the "Parties"). The FCDAO is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$488,594 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with a one year renewal term if the 2020 CAGPFY Program Grant is extended through October 2023.

The Grant was awarded to FCDAO on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Budget Narrative. FCDAO will work with OAAOAA to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

**II. RESPONSIBILITIES OF COUNTY AND FCDAO**

- 1) Manage the 2020 CAGPFY Program Grant and reporting required under the Grant.
- 2) Work with OAA to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes, and provide that information for 2020 CAGPFY Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2020 CAGPFY Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to OAA within 10 days of the receipt of said funds.



### III RESPONSIBILITIES OF OAA

- a) OAA will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2020 CAGPFY Grant reporting purposes, which OAA shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- c) Collect the Grant's required performance measure data, and provide the information to the County and FCDAO for 2020 CAGPFY Grant reporting purposes.
- d) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2020 CAGPFY.

### IV. GENERAL PROVISIONS

- a) **Other Relationships or Obligations.** This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOA.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. Each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or the immunities available to the County's officials, officers, and employees.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

### PAYMENT FOR PROGRAM ACTIVITIES

For the aforementioned services FCDAO agrees to pay OAA solely from allocated and available Program Grant funds for eligible costs incurred by OAA in pursuit hereof, in an amount not to

exceed \$30,000 each year of years one and two, and \$28,000 for year three of the Grant program for a total of \$88,000 in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2023.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If OAA should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

### **RECORDKEEPING AND PERFORMANCE DATA**

- a) OAA shall keep proper records of, and submit to the FCDAO each quarter, the following data:
  - i. Documentation of activities to be carried out by grant funded projects;
  - ii. Total number of youth and adults enrolled;
  - iii. Age of enrolled youth and adults;
  - iv. Services provided to youth and adults;
  - v. Outside services youth and adults are referred to;
  - vi. Number of sessions conducted;
  - vii. Number of unduplicated youth and adults; and
  - viii. Number of outreach events and trainings conducted.
- b) OAA shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected.
- c) OAA shall ensure compliance with HIPAA requirements.
- d) OAA shall provide any monthly and quarterly reports, and any certifications as required by FCDAO, in accordance with the grant.
- e) In the event of termination, the non-confidential and confidential reports prepared by OAA shall be immediately turned over to the FCDAO by OAA.

### **FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION**

- a) OAA shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:
  - i. A breakdown of expenditures by cost category;
  - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
  - iii. Time sheet documentation for grant funded staff position.



- b) OAA shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same or similar purposes or programs. OAA agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of OAA expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
- c) All records shall be available to FCDAO, OJJDP, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of OAA pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) OAA also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of OAA regarding transactions related to this MOU.

## **V. REVIEW AND MODIFICATION**

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

## **VI. CONFIDENTIALITY**

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

## **VII. MEDIA**

No case information or action relating to the partnership of the FCDAO and OAA in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of OAA's Executive Director.

## **VIII. AMBIGUITY**

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.

## **IX. EFFECTIVE DATE**

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2023 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

## **ACCEPTANCE OF AGREEMENT BY PARTIES:**

\_\_\_\_\_  
**Deborah Daniels, President**  
**Offender Alumni Association**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Robert L. Pitts, Chairman**  
**Fulton County Board of Commissioners**

\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
**Tonya Grier**  
**Clerk to the Commission**

\_\_\_\_\_  
**DATE**