

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA,
FULTON COUNTY DISTRICT ATTORNEY’S OFFICE
AND PARTNERSHIP AGAINST DOMESTIC VIOLENCE**

Criminal Justice Reform to Improve Outcomes for Victims of Domestic Violence

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 Partnership Against Domestic Violence (“PADV”) (collectively, the “Parties”). The FCDAO is the recipient of the 2021 Criminal Justice Reform to Improve Outcomes for Victims of Domestic Violence (“2021 CJRIOVDW”) Program Grant, Grant Award No. 2021- - 15JOVW-21-GG-02013-ICJR, in the amount of \$1,000,000 (the “Grant”). Responsibilities under this MOU coincide with the grant period of October 1, 2021 through September 30, 2025, with a one year renewal term if the 2021 CJRIOVDW Program Grant is extended through October 2026.

The Grant was awarded to FCDAO on September 13, 2021 by the U.S. Department of Justice (DOJ), Office of Violence Against Women (“OVW”) 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 Narrative and Budget Narrative. FCDAO will work PADV to create a coordinated community response team (CCRT) to improve coordinated responses to domestic violence victims and more effectively hold offenders accountable. The work of the CCRT is aimed at increasing the emotional health and physical security of the victims while holding abusers accountable through more informed, efficient arrest and prosecution.

II. RESPONSIBILITIES OF COUNTY AND FCDAO

- 1) Manage the 2021 CJRIOVDW Program Grant and reporting required under the Grant.
- 2) Work with PADV to accomplish the relevant goals, objectives and activities as described in the Grant proposal’s Program Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes and provide that information for 2021 CJRIOVDW Grant reporting purposes.
- 4) Collect the Grant’s required performance measure data for 2021 CJRIOVDW 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 PADV within 10 days of the receipt of said funds.

III RESPONSIBILITIES OF PADV

- a) PADV 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 2021 CJRIOVDW Grant reporting purposes, which PADV 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 2021 CJRIOVDW Grant reporting purposes.
- d) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2021 CJRIOVDW.

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 MOU.
- 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 PADV solely from allocated and available Program Grant funds for eligible costs incurred by PADV in pursuit hereof, in an amount not to exceed \$20,000 each year of the Grant program for a total of \$80,000 and no more than \$2,500 for approved OVW training in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2024.

- 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 PADV 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) PADV 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 persons served;
 - iii. Services provided;
 - iv. Personnel hired;
- b) PADV shall document all services provided and maintain individual 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) PADV shall ensure compliance with HIPAA requirements.

FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

- a) PADV 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) PADV 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. PADV 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 PADV expenses pertaining to the Program shall be kept on a generally recognized accounting basis.

- c) All records shall be available to FCDAO, OVW, 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 PADV 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) PADV also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of PADV 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 PADV in accordance with this grant proposal may be publicized without the written approval of the FCDAO’s Media Director and written approval of PADV’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, 2025 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

ACCEPTANCE OF AGREEMENT BY PARTIES:

Katha D. Blackwell, LMSW
Chief Executive Officer
Partnership Against Domestic Violence

DATE

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE

ATTEST:

Tonya Grier
Clerk to the Commission

DATE