

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), entered into this 10 day of August 2023, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”), on behalf of the Fulton County Medical Examiner, located at 430 Pryor Street, SW, Atlanta, GA 30312, and The Board of Regents of the University System of Georgia, by and on behalf of Savannah State University and its Department of Chemistry and Forensic Science for Savannah State University (hereinafter “SSU”), located at 3219 College Street in Savannah, Georgia 31404, (collectively the “Parties ”) do hereby enter into the following agreement:

WHEREAS, one of the duties of the Fulton County Medical Examiner is to positively identify human remains in cases investigated by this office. On many occasions, human remains in cases investigated by this office are damaged and/or decomposed to such an extent that the only viable means of positive identification is through DNA kinship testing; and

WHEREAS, the Georgia Bureau of Investigation provides DNA kinship testing to the Fulton County Medical Examiner. This DNA kinship testing is limited to DNA Parentage testing only. In some cases, this limitation on DNA kinship testing prevents the positive identification of human remains by the Fulton County Medical Examiner. In cases of this nature, the Fulton County Medical Examiner is forced to contract, at significant expense, with private laboratories performing extended DNA kinship testing services; and

WHEREAS, the Savannah State University Department of Chemistry and Forensic Science has the capability of performing DNA kinship testing for the purpose of positive identification of human remains under the direction of Dr. Kai Shen, and other instructional faculty in the Department of Chemistry and Forensic Science.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

I. Statement of Work

SSU hereby agrees to perform DNA kinship testing on an individual case-by-case basis as needed and requested by the Fulton County Medical Examiner as follows:

1. SSU agrees that all DNA samples submitted for testing by the Fulton County Medical Examiner will be analyzed using instrumentation that has been approved by the National DNA Index System (NDIS). Upon receipt, the completion of sample analyses should not exceed 10 business days. The laboratory report certifying DNA kinship tests should then be furnished within 5 business days after the sample analyses have been completed.
2. Upon completing any DNA kinship testing on behalf of the Fulton County Medical Examiner, SSU agrees to prepare a written report concerning the outcomes of such DNA

kinship testing, as determined to a reasonable degree of scientific certainty, and to provide such report to the Fulton County Medical Examiner.

3. SSU agrees that to the extent allowed under Georgia law, including O.C.G.A. §50-18-72(a)(1) & (a)(2) all such DNA kinship testing performed at the request of the Fulton County Medical Examiner shall be confidential and no details of such testing shall be released to the general public without the express written consent of the Fulton County Medical Examiner.
4. It is recognized and understood that if DNA kinship testing is determined to be necessary in a pending criminal investigation, including but not limited to the investigation of homicides, that such samples will be submitted to a nationally recognized and certified forensic laboratory authorized and certified to perform DNA testing and to offer expert testimony in criminal cases, and such samples will **NOT** be submitted to SSU for testing and analysis.
5. In consideration for the assistance provided to the Fulton County Medical Examiner by SSU, the Fulton County Medical Examiner's Office hereby agrees to permit students enrolled in coursework for the Department of Chemistry and Forensic Science for Savannah State University to attend and observe forensic pathological examinations and investigations performed at the Fulton County Medical Examiner. Students from the Department of Chemistry and Forensic Science for Savannah State University shall also be granted priority for the completion of internships related to forensic science and investigation through the Fulton County Medical Examiner.
6. SSU is permitted to publicize this collaborative partnership with FCME through media channels for the purpose of recruitment and promotion.

II. Compensation for Services

The compensation for services provided under this MOU will be based on the following rates: Lead faculty fee of \$100 per sample, which is exempt for the first year. The sample analysis charge is \$250 per sample, and an equipment maintenance fee of \$50 per sample will also apply. These rates are subject to adjustment by mutual agreement of parties in writing. Any additional expenses incurred by either party in connection with the services provided under this MOU will be the responsibility of that party and will not be reimbursed by the other party unless otherwise agreed upon in writing.

III. Term

This MOU shall commence upon the Effective Date and shall continue until one year from execution. This MOU shall automatically be renewed by the parties each year thereafter unless and until such time as written notice from one or more of the parties of intention not to renew or notice of modification by is received by all other parties no later than ninety (90) days prior to the expiration of the term of this MOU.

IV. Liability

Each party agrees to be responsible for its own acts and omissions under this MOU. SSU and Fulton County both agree that each shall be liable for its own negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.

V. Termination of MOU

a. Termination for Cause

Either County or SSU may terminate this MOU in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the MOU. Any party seeking to terminate this MOU is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the MOU. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the MOU shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

b. Termination for Convenience by Fulton County

Notwithstanding any other provisions, the County may terminate this MOU for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to SSU.

VI. Assignment of Contract

SSU shall not make any purported assignment of this MOU or any part thereof or delegate the duties herewith without prior written consent of the County.

VII. Conflict of Interest

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to County-assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

VIII. Equal Opportunity and Nondiscrimination; Civil Rights Act Of 1964 (As Amended)

SSU shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this MOU.

IX. Severability

If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the MOU, which shall remain in full force and effect and enforceable in accordance with its terms.

X. Variations Or Modifications to Contract

This MOU constitutes the entire arrangement between the County and SSU, and there are no further written or oral agreements with respect thereto. No variation or modification of this MOU and no waiver of its provisions shall be valid unless in writing and signed by County and SSU's duly authorized representatives.

XI. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Office of the Medical Examiner
430 Pryor Street, SW
Atlanta, Georgia 30312
404-613-4400
Attention: Dr. Karen E. Sullivan, Chief Medical Examiner

Copy To: Office of the County Attorney
141 Pryor Street, S.W. Suite 4038
Atlanta, Georgia 30303

Notices to SSE shall be addressed as follows:

Savannah State University
Office of the President
3219 College Street

Savannah, Georgia 31404
Attention: Cynthia Robinson Alexander, JD
Interim President, Savannah State University

XII. Governing Law

This MOU will be executed and implemented in Fulton County. Further, this MOU shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this MOU shall be in the Fulton County Superior Courts. If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this MOU shall be in full force and effect.

XIII. Insurance

SSU further agrees to maintain for the life of this MOU such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "A."

[SIGNATURES APPEAR ON NEXT PAGE]

ATTACHMENT “A”

INSURANCE AND LIABILITY

SSU shall maintain for the life of the MOU such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this MOU from any and all claims, including bodily injury, property damage or personal injury that may arise or result from SSU under this MOU.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

Comprehensive General Liability

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| 1. Bodily Injury (each occurrence and annual aggregate) | \$500,000 |
| 2. Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. Personal injury (each occurrence and annual aggregate) | \$500,000 |

Automobile Liability

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|--------------------------------------|-----------|
| 1. Bodily injury (each occurrence) | \$500,000 |
| 2. Property damage (each occurrence) | \$100,000 |