

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA,
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE
AND GEORGIA INNOCENCE PROJECT**

**2020 Upholding the Rule of Law and
Preventing Wrongful Convictions Program Grant
*Streamlining Identification and Correction of Wrongful Convictions in Georgia***

I. PURPOSE AND ROLES

The purpose of this Memorandum of Understanding (MOU) is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia ("County"), the Fulton County District Attorney Office's (FCDAO) Conviction Integrity Unit (CIU) and the Georgia Innocence Project (GIP), as the recipient of the 2020 Upholding the Rule of Law and Preventing Wrongful Convictions (2020 URLPWC) Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$300,000.00. Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with one five-month renewal term if the 2020 URLPWC Program Grant is extended through February 2023.

FCDAO CIU and GIP jointly submitted a 2020 URLPWC grant proposal called "Streamlining Identification and Correction of Wrongful Convictions in Georgia," and the portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU are the Program Narrative, Timeline, Budget and Budget Narrative, and Conflict of Interest Statements.

GIP was the lead applicant in the grant proposal and FCDAO the sub-awardee under the grant as described throughout the proposal. The grant was awarded to GIP on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County, GIP and FCDAO jointly agree that the grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the grant application's Program Narrative.

II. RESPONSIBILITIES OF GIP

- Apply for the 2020 Upholding the Rule of Law and Preventing Wrongful Convictions (2020 URLPWC) Program Grant in partnership with the FCDAO CIU.
- Hire a Project Attorney who shall solely be the employee of GIP and will work to implement the goals, objectives and activities as described in the grant proposal's Program Narrative and Timeline.
- Work with FCDAO CIU to accomplish the relevant goals, objectives and activities as described in the grant proposal's Program Narrative and Timeline.
- Track GIP's use of allocated grant funds and any resulting outcomes, and provide the information directly to the Fulton County District Attorney's Office for 2020 URLPWC grant

reporting purposes, which FCDAO shall immediately share with the County's Finance Department, Grants Division, upon receipt.

- Collect the grant's required performance measure data, and provide the information to the County and Fulton County District Attorney's Office for 2020 URLPWC grant reporting purposes.
- Provide other relevant information to CIU on a quarterly basis in order to complete requisite progress and financial reports under 2020 URLPWC.
- Request reimbursement from DOJ of all grant money expended on at least a quarterly basis and distribute funds received by DOJ to County within 10 days of the receipt of said funds.

III. RESPONSIBILITIES OF COUNTY and FCDAO

- Manage the 2020 Upholding the Rule of Law and Preventing Wrongful Convictions Program Grant and reporting required under the grant.
- Hire a Para-legal/Legal Assistant who shall solely be the employee of the FCDAO and will work with the CIU Director to implement the goals, objectives and activities as described in the grant proposal's Program Narrative and Timeline.
- Work with GIP to accomplish the relevant goals, objectives and activities as described in the grant proposal's Program Narrative and Timeline.
- Track FCDAO's use of allocated grant funds and any resulting outcomes, and provide that information to GIP and for 2020 URLPWC grant reporting purposes.
- Collect the grant's required performance measure data, and provide that information to GIP and for 2020 URLPWC grant reporting purposes.
- Provide other relevant information to GIP on a quarterly basis as described in the grant proposal, and in order to complete requisite progress and financial reports under 2020 URLPWC.

IV. GENERAL PROVISIONS

a. Other Relationships or Obligations. This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties, except as to a prior Memorandum of Understanding entered into by FCDAO and GIP on April 13, 2020, and the addendum thereto, which is formally rescinded and superseded by this Agreement.

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.

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 Fulton County District Attorney's Office and GIP in accordance with this grant proposal may be publicized without the written approval of the Fulton County District Attorney's Media Director and written approval of GIP's Executive Director. When speaking about anything in relation to this grant or partnership, the term "Exoneration" shall only be used in accordance with the definition provided by the National Registry of Exonerations. This provision shall not be construed to limit in any way the rights or speech of GIP clients or individuals otherwise considered for or granted exoneration as a result of this partnership.

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 2022 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

ACCEPTANCE OF AGREEMENT BY PARTIES:



Clare Gilbert
Executive Director, Georgia Innocence Project

3/3/2021
DATE



FULTON COUNTY, GEORGIA



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

3/11/2021
DATE

ATTEST:



Tonya Grier
Clerk to the Commission

3/11/2021
DATE

APPROVED AS TO FORM:


Kayla D. Buel
Office of the Fulton County Attorney

3/9/21
DATE

ITEM # 21-0169 RM 3321
REGULAR MEETING