

AGREEMENT

This agreement (“Agreement”) is hereby made and entered into on the date of last signature (“Effective Date”), by and between The Research Foundation of the City University of New York on behalf of the National Network for Safe Communities at John Jay College of Criminal Justice (“NNSC” or “Contractor”), located at 230 W. 41st Street, 7th Floor, New York, NY 10036 and DeKalb County, Georgia (“Sponsor”), a political subdivision of the State of Georgia located at Maloof Administration Building, 1300 Commerce Drive, Decatur, GA, 30030, each individually referred to herein as a “Party” and collectively as the “Parties.” In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the Sponsor and Contractor agree as follows:

1. **Term.** The Agreement shall be for a period of **nineteen (19) months** beginning on September 1, 2019 and ending March 31, 2021 (“Term”).
2. **Scope of Services.** The services (“Services”) provided during the term of this Agreement and covered by this Agreement are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
3. **Compensation Terms.**
 - a. This is a performance-based contract for \$233,000.00 (“Fees”) for the completion of the Services in accord with the terms and conditions of the Agreement.
 - b. The performance period for the completion of Services is September 1, 2019 to March 31, 2021, referred to herein as “Performance Period.”
 - c. All references to “\$” or “dollars” mean the lawful currency of the United States of America (“USD”) and all amounts payable under this Agreement shall be paid in USD. The Sponsor promises to support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the contract.
 - d. The Contractor promises to submit invoice(s) in accordance with the payment schedule attached hereto as Schedule A (“Fee Schedule”) and incorporated herein by reference. The Sponsor’s delivered payment terms are payment within thirty (30) days except where the law provides otherwise. It is understood and agreed that Sponsor promises not to withhold any amount for payment of taxes from the compensation of the Contractor.
4. **Independent Contractor.** In connection with the Contractor’s operations and activities hereunder, Contractor is an Independent Contractor and this Agreement does not create an agency, partnership, or formal business relationship of any kind between Sponsor and Contractor or Sponsor and Contractor’s employees. All Contractor personnel providing services under this Agreement shall be

deemed employees of Contractor and shall not for any purposes be considered employees or agents of the Sponsor. Contractor assumes full responsibility for the actions and supervision of such personnel while performing services under this Subcontract. Sponsor assumes no liability for Contractor personnel. Contractor, as an independent company contractor to Sponsor, promises to be responsible for all taxes, fees, license, or other legal or governmental requirements for the Services and its employees performing services under this Agreement unless otherwise noted in Schedule A.

5. **Supervision of the Work.** Contractor will supervise and direct the Services described in Exhibit A, using Contractor's best efforts. Contractor shall be solely responsible for all methods, techniques, sequences, and procedures, and shall coordinate all portions of the Services provided hereunder. Sponsor shall solely engage Contractor under this Agreement, who shall be responsible for the proper execution of the Services. A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Services. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and the Sponsor. Contractor promises to be responsible to Sponsor for the negligent acts of Contractor's employees, Subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor. Contractor promises to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by the Sponsor.

6. **Access to Data.** Contractor requires access to certain criminal justice information from the Sponsor to implement this Agreement. Sponsor promises to secure access to and share such information with Contractor. All information provided by Sponsor to the Contractor will be subject to the conditions of this Agreement.

7. **Confidential Information.**

- a. Contractor acknowledges it may receive or have access to data that is confidential and proprietary to Sponsor. "Confidential Information" shall be defined as data or information which is provided to Contractor in connection with this Agreement in writing and marked "proprietary" or "confidential" at the time of disclosure, or information which is transmitted to Contractor in connection with this Agreement orally, provided that Sponsor promptly reduces such information to a writing delivered to Contractor and marked "proprietary" or "confidential". Notwithstanding the foregoing, all raw data provided by Sponsor to Contractor and all information that is either personally identifiable or could be used to identify an individual shall be deemed to be "Confidential Information" regardless of the circumstances of disclosure. Contractor promises that unless expressly authorized in writing by Sponsor, Contractor promises to use such information and property only for performance of this Agreement and shall not disclose, copy, distribute, or otherwise disseminate the Confidential Information to any third parties except to the Contractor's employees, associates, and Subcontractors who require such information to perform the Services specified in this

Agreement. The Contractor promises to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information using no less than a reasonable degree of care.

- b. Notwithstanding paragraph a. above, Confidential Information shall not include aggregate results, data or extrapolations (“Research Findings”), provided that no raw data, information that is personally-identifiable or information that could lead to identifying an individual provided by Sponsor is included in such Research Findings.
- c. However, such obligation will not apply to information that Contractor can demonstrate by its written records was: (a) previously known to Contractor; (b) acquired by Contractor from a third party having the right to disclose such information; (c) known to the public through no fault of Contractor; or (d) is required by law, judicial order, or subpoena to be disclosed by Contractor. Contractor promises to maintain data protection processes and systems sufficient to protect Sponsor provided information and property. Contractor promises to promptly report to Sponsor any discovered unauthorized access to or use of information.
- d. The foregoing obligations with respect to Confidential Information will survive the expiration or termination of this Agreement for a period of three (3) years or such longer period as required by law, regulation, or court order.

8. **Publication.** Contractor retains the right to draw on the information obtained, and Services provided through this Agreement, and any of its own follow-on research that results from it. Under no circumstances will any Contractor publications contain any Confidential Information, without prior written permission. Contractor will abide by Sponsor’s determination regarding attribution for all follow-on publications and presentations.

9. **Delays.**

- a. Neither Sponsor nor Contractor will be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming Party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any government agency for any of the supplies, materials, information, accesses, or services required to be provided by either Sponsor or Contractor under this Agreement. Should such circumstances occur, the nonperforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances that prevent continued performance and efforts undertaken to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Sponsor

or circumstances beyond the Contractor's control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

- b. For delays in Contractor's performance caused by circumstances that are within its control, Contractor promises to immediately notify Sponsor of such delays. Such notice must include the cause, effect, duration, and corrective action proposed by Contractor to address the delay.

10. **Notices**. All notices required or permitted to be given to any Party to this Agreement must be given in writing and must be delivered personally or sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth below:

To Contractor:

Research Foundation of CUNY
Attn: Jeffrey I. Slonim
Chief Counsel & Secretary of the Board
230 West 41st Street
New York, NY 10036-7207
(212) 417-8360
LegalAffairs@rfcuny.org

To Sponsor:

Major A. T. Mears
Assistant Division Commander
Criminal Investigation Division
1960 W Exchange Place
Tucker, Ga. 30084
(770) 724-7557
ATMears@dekalbcountyga.gov

Notice shall be deemed given upon receipt of the receiving party. Either Party may alter the address to which communications or copies are to be sent by giving written notice, provided that notice of a change in address must be effective only upon receipt of such change of address in conformity with the provisions of this paragraph for giving notice.

11. **Governing Law**. Intentionally Omitted

12. **Conflicts**. Should any conflict arise, the parties agree to engage in good faith negotiations to resolve said conflicts.

13. **Termination for Convenience.** Sponsor and Contractor each reserve the right to terminate this Agreement or any part of this Agreement at its sole convenience with forty-five (45) days written notice. On the effective date of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or Subcontractors to cease any further work. Sponsor promises to reimburse Contractor for all non-cancelable obligations incurred as allowed by this Agreement, for Services performed up to and including to date of termination.

14. **Termination for Cause.**

- a) Sponsor may elect to terminate this Agreement, or any part of this Agreement, with thirty (30) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Delivery of services which do not conform to this Agreement, and failure to provide Sponsor, upon request, with adequate assurances of future performance are all causes allowing Sponsor to cancel this Agreement for cause. In no event shall any delays caused by Sponsor's failure to provide Contractor with the data specified in paragraph 6 allow Sponsor to terminate for cause. If it should be determined that Sponsor has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
- b) Contractor may terminate this agreement for cause if Sponsor does not provide appropriate access to the data referenced in paragraph 6. In such event, Contractor may terminate this Agreement, with thirty (30) days written notice for Cause. In the event of cancellation for cause pursuant to this provision, Contractor shall be entitled to payment for the next applicable milestone to compensate it for its services.

15. **Waiver.** A Party may, by written instrument signed on behalf of such Party: (a) extend the time for the performance of any of the obligations or other acts of another Party due to it, (b) waive any inaccuracies in the representations and warranties made to it contained in this Agreement, or (c) waive compliance with any covenants, obligations, or conditions in its favor contained in this Agreement. No claim or right arising out of this Agreement can be waived by a Party, in whole or in part, unless made in writing signed by such Party. Neither any course of conduct or dealing nor failure or delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power or privilege, or the exercises of any other right, power or privilege. A waiver given by a Party will be applicable only to the specific instance for which it is given.

16. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will not in any way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision will be deemed severed from this Agreement, and the balance of this Agreement must be construed and enforced as if this Agreement did not contain the particular portion or provision held to be

void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section do not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

17. **Amendment**. The Parties may amend, supersede, cancel, renew, or extended this Agreement only by a written instrument signed by each of the Parties hereto.

18. **Non-Discrimination**. Contractor promises to comply with all federal, state, and local non-discrimination laws and regulations. Contractor promises not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further promises to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

19. **Drug Free Workforce**. Contractor certifies that it will provide a drug-free workplace and promises to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

20. **Compliance with Laws**. The Sponsor has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that knowledge and understanding of the relevant and applicable federal and state laws that apply to the Services provided through this contract and promises to comply with these relevant and applicable federal and state laws.

21. **Entire Agreement**. This Agreement, and the other attachments included as exhibits hereto and thereto constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, and understandings, representations, and warranties, both written and oral, among the parties with respect to the subject matter hereof and thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

-Signature page follows-

**Research Foundation of CUNY on behalf of
NATIONAL NETWORK FOR SAFE
COMMUNITIES AT JOHN JAY COLLEGE**

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

By Dir. (SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer and
Board of Commissioners of DeKalb County,
Georgia

APPROVED AS TO SUBSTANCE:

JOSEPH "JACK" LUMPKIN
Deputy Chief Operating Officer
Public Safety

APPROVED AS TO FORM:

Supervising Attorney

Supervising Attorney (name printed)

EXHIBIT A: Scope of Services

An experienced team of National Network staff will work directly with local stakeholders to design and implement the Group Violence Intervention (“GVI”) over the course of nineteen (19) months. This will include the following deliverables:

- **Strategic Advising:** National Network staff, under the direction of David Kennedy, will work directly with DeKalb County officials and community leaders through onsite and distance strategic advising to introduce the violence reduction strategy, assemble an effective working group, and design and implement the strategy. This will include the following tasks:
 - Introducing the framework to local leaders;
 - Facilitating trainings and workshops to launch the strategy and thereafter, as needed;
 - Providing operational guidance to the DeKalb County team on theory and direct expert advice on strategy design and launch;
 - Assisting with performance management and infrastructure;
 - Addressing particular violence dynamics; community organizing and engagement;
 - Convening conferences and peer exchange trips for the DeKalb County team;
 - Encouraging enhancements to the standard model;
 - Pursuing reconciliation measures;
 - Assisting with media relations, local policy implications and other areas; and
 - Providing administrative and logistical support including correspondence, record keeping, travel arrangements, meeting logistics, communications.

- **Group Violence Intervention University:** David Kennedy and senior GVI technical advising staff will conduct a one-day workshop that will equip key DeKalb County partners and stakeholders with an in-depth understanding of the GVI strategy as well as with concrete, actionable steps for implementing the strategy in DeKalb County.

- **Quantitative and qualitative analysis of street violence dynamics:** National Network staff and experts will perform a comprehensive problem analysis of violence in DeKalb County. This includes a group network assessment, violent incident review and crime analysis. The group network assessment aims to document all known group relationships in DeKalb County through social network analysis. The violent incident review includes an analysis of recent killings to determine what is driving the violence and the role of groups, crews and gangs, as well as individuals, in the violence.

- **Travel funds to support on-site technical assistance:** Travel funds are included to support on-site technical assistance by National Network staff.
- **Peer exchange/workshop/subject matter expert travel:** National Network staff will also facilitate “lateral” specialist exchanges between DeKalb County and other National Network sites, focused on design and launch, to support this effort. This has proven invaluable in spreading best practices and local innovations from city to city.
- **National Network working sessions:** The National Network periodically convenes functional teams from across sites with experienced peers and specialist advisors to focus on the three core elements in the strategy: strategic law enforcement, mobilizing community moral voices, and specially tailoring social services for those at highest risk of violence. The National Network will support participation in said sessions for members of the DeKalb County implementation team.
- In addition to supporting implementation and innovations and providing access to working sessions and peer learning opportunities, this fixed fee includes many **other support services** including but not limited to the following:
 - The use of storage and file sharing platforms and, potentially, other secure project management platforms to improve real-time partnership on documents and tracking information.
 - Access to weekly summaries of media highlights on both national criminal justice issues and local implementation efforts of our partners.
 - Access to the National Network website and the opportunity to tailor a DeKalb County-specific page to showcase the implementation efforts.
 - Access to National Network publications as they are developed to support implementation efforts.
 - Unrestricted access to National Network assistance in emergency situations.

SCHEDULE A: Fee Schedule

- Sponsor agrees to provide quarterly payments to Contractor for a total of \$233,000.00 for the completion of the Services.
- Contractor promises to submit invoice(s) in accordance with the following invoicing schedule:
 1. First invoice submitted thirty (30) days from the Effective Date for professional services fees of \$48,541.67.
 2. Second invoice submitted the earlier of four (4) months from the start of the Performance Period, or four (4) months from the Effective Date for professional services fees of \$48,541.67.
 3. Third invoice submitted the earlier of seven (7) months from the start of the Performance Period, or seven (7) months from the Effective Date for professional services fees of \$48,541.67.
 4. Fourth invoice submitted the earlier of ten (10) months from the start of the Performance Period, or ten (10) months from the Effective Date for professional services fees of \$48,541.67.
 5. Fifth invoice submitted the earlier of thirteen (13) months from the start of the Performance Period, or thirteen (13) months from the Effective Date for professional services fees of \$19,416.66.
 6. Sixth and final invoice submitted the earlier of sixteen (16) months from the start of the Performance Period, or sixteen (16) months from the Effective Date for professional services fees of \$19,416.66.
- NNSC shall directly invoice the Client for the above fees in accordance with the fee schedule. Payment shall be due in full within 30 days of the date of invoice.
- Contractor's invoices shall be emailed to: ATMears@dekalbcountyga.gov
- Contractor's invoices shall be addressed to:

DeKalb County
Attn: Major A. T. Mears
Criminal Investigation Division
1960 W Exchange Place
Tucker, Ga. 30084

- Sponsor's payments shall be made payable to "Research Foundation of CUNY" and mailed to:

Research Foundation of CUNY

230 West 41st Street, 7th Floor

New York, NY 10036-7207

Attn: Nicholas Jones, Group Manager-Private Awards, Grants & Contracts