

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ATLANTA
AND
FULTON COUNTY**

This Memorandum of Understanding (“**MOU**”) is effective as of _____, by and between the **CITY OF ATLANTA** (“Atlanta” or “City”) on behalf of the **MUNICIPAL COURT OF ATLANTA** (“**MCA**”), the court established pursuant to the provisions of Article VI, Section I, of the Constitution of Georgia, and Title 36 of the O.C.G.A., as amended, and **FULTON COUNTY, GEORGIA** (the “County”) on behalf of the **OFFICE OF THE FULTON COUNTY SOLICITOR GENERAL** (“**FCSG**”), for the sharing of certain records from the City’s Court Case Management System and Fulton County’s Court Management System.

WHEREAS, FCSG and the MCA share a mutual interest and responsibility in ensuring justice for the citizens of the State of Georgia, particularly the Atlanta metropolitan area; and

WHEREAS, Middleware is software and cloud services that different applications use to communicate with each other;

WHEREAS, Catalis Benchmark Software is the court case management system for the Municipal Court of Atlanta; and

WHEREAS, Tyler Technologies Odyssey Software is the Judicial and Detainee Records module for Fulton County;

WHEREAS, the City and County are focusing efforts to provide the most efficient means for binding cases over from the MCA to FCSG for improved public safety and more efficient court processing;

WHEREAS, MCA will transfer all files in its possession that are subject to the bindover order to the FCSG electronically as jurisdiction dictates.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties do mutually agree to the above recitals and as follows:

I. FULTON COUNTY DATA

FCSG will provide access to all identified fields in Section II.1. below required from the Odyssey Attorney Case Manager.

II. DESCRIPTION OF INTERGRATION METHODS

MCA and FCSG will provide for both Catalis Benchmark Software and Tyler Technologies Odyssey Software to interact with Middleware in the following manner:

1. Atlanta Court Case Management System – Benchmark (Catalis)
 - a. Database fields & file format – see item 1. Below.
 - b. Specific Data Points from Bind Over Package needed for new system includes:
 1. Defendant Name
 2. Defendant Address
 3. Defendant Race
 4. Defendant Sex
 5. Defendant Driver's License #
 6. Defendant Date of Birth
 7. Defendant Offence Description
 8. Defendant Offence Code
 9. Defendant Ticket #
 10. Defendant Bond Amount
 11. Defendant 10 Digit GBI/FBI number (identifies the fingerprint & offense)
 12. So Ordered date:
 13. Bonding Company
 14. Bond Number
 15. CICA#
 16. Companion Case Number
 17. Officer's name
 18. Officer number
 19. Disposition (should always be Bound Over)
 - c. All data (Items 1 – 11, 15 – 19) should be automatically updated in Odyssey upon acceptance of the case.
 - d. Where possible, the Prosecutor's file, as well as the Clerk's Bind Over order should be transferred together.
 - e. Media (e.g., video) is transferred via the Evidence.com system.
2. Fulton County Odyssey Attorney Manager (vendor: Tyler Technologies)
 - a. Database fields & file format – see item 1. Above.

* The purpose of this being directly submitted to the Attorney Manager module is because of the sensitive data being transmitted.

III. USE AND RESTRICTIONS ON MIDDLEWARE ACCESS AND AUDIT LOGGING

MCA currently limits access to the Catalis Benchmark Software, and specific data sources can be further restricted to designated user groups as required. The Middleware solution requires robust activity logs; the auditing system records every search action taken by each user, and these logs are retained indefinitely.

IV. TERM AND TERMINATION

This MOU will become effective upon the signature of the authorized representatives of both parties and the initial term shall expire December 31, 2025. There shall be three (3) optional one (1) year renewal terms each of which shall, if approved, commence January 1st and expire December 31st of the subject renewal year. The renewal of this agreement will be subject to the authority of the Atlanta City Council and Fulton County Board of Commissioners. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.

V. TERMINATION FOR LACK OF APPROPRIATIONS

If, during any year in this Agreement, legislation establishing the payment amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which the payment amount has been legislatively authorized; provided however that Task Orders funded out of previously legislatively authorized amounts may continue beyond such termination date.

VI. COSTS

There shall be no cost to either party for its participation in the program under this MOU.

VII. AUDIT

This agreement and its provisions are subject to audit by the City of Atlanta. The participating parties agree to permit such audits and agree to maintain all records relating to any transactions and for the entirety of the partnership. Audits may include reviews of any and all records, documents, reports, account invoices, receipts of expenditures related to the agreement, as well as interviews of any and all personnel involved in these transactions.

VIII. GENERAL TERMS

- a. Notices. Any notices under this MOU shall be in writing and sent to the respective party at the addresses following this provision and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by email with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any party may change its address for communications by notice in accordance with this Section.

If to the City of Atlanta: **City of Atlanta**

If to Fulton County: **Fulton County Solicitor General**
160 Pryor St. SW, Third Floor
Atlanta, Georgia 30303

With a copy to: Office of the Fulton County Attorney
141 Pryor Street SW
Suite 4038
Atlanta, Georgia 30303

- b. Governing Law. This MOU is entered into and shall be governed by the laws and regulations of the State of Georgia. Any claims arising from this MOU shall be governed by the laws of the State of Georgia, and the venue shall be the state or superior court located in Fulton County, Georgia.
- c. Waiver. Any waiver by the Parties or failure to enforce their rights under this MOU shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this MOU, and this MOU shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, MOU, or waiver of this MOU will be binding on the Grantee unless executed in writing by an authorized representative of the Grantee.
- d. Assignment. Neither this MOU nor any rights or obligations under it are assignable in any manner without the prior written consent of the other party and any attempt to do so without such written consent shall be void *ab initio*.
- e. Severability. If any provision of this MOU is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this MOU.
- f. Further Assurances. Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary to give effect to this MOU.
- g. No Drafting Presumption. No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this MOU.
- h. Survival. Any provision of this MOU which contemplates performance or observance after any termination or expiration of this MOU or which must survive to give effect to its meaning shall survive the expiration or termination of this MOU.
- i. Third-Party Beneficiaries. This MOU is not intended, expressly or implicitly, to confer on any other person any rights, benefits, remedies, obligations, or liabilities.
- j. Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under

this MOU are cumulative and are in addition to and not in lieu of any other remedies available under applicable law, in equity or otherwise.

- k. Entire Agreement. This MOU contains the entire agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations, or agreements, oral or written, between the parties with respect to such subject matter. This MOU may only be amended or modified in writing and executed by each party's authorized representative.

[Remainder of Page Intentionally Blank, Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have authorized, executed, and entered this MOU effective as of the date first written above.

By: _____
Andre Dickens, City of Atlanta Mayor

By: _____
Patrise Perkins-Hooker, City of Atlanta City Attorney

By: _____
Christopher Ward, City of Atlanta Chief Judge

By: _____
Robb L. Pitts, Chairman, Fulton County Commission

By: _____
Keith E. Gammage, Fulton County Solicitor General

By: _____
Y. Soo Jo, Fulton County, County Attorney