

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

This Memorandum of Understanding (“MOU”) is effective as of **JANUARY 29th, 2025**, 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 1<sup>st</sup> and expire December 31<sup>st</sup> 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: [Signature]  
Andre Dickens, City of Atlanta Mayor

*approved as to form:*

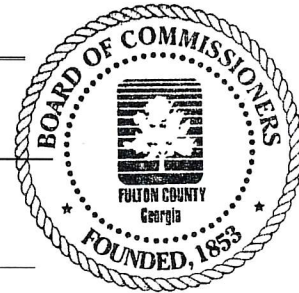
By: [Signature]  
Patrise Perkins-Hooker, City of Atlanta City Attorney

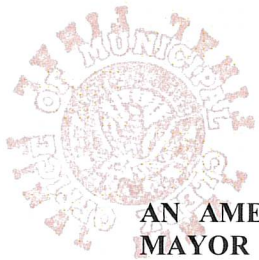
By: [Signature]  
Christopher Ward, City of Atlanta Chief Judge

By: [Signature]  
Robb L. Pitts, Chairman, Fulton County Commission

By: [Signature]  
Keith E. Gammage, Fulton County Solicitor General  
*Approved as to form:*

By: [Signature]  
Y. Soo Jo, Fulton County, County Attorney





**CITY COUNCIL  
ATLANTA, GEORGIA**

**24-R-3979**

**AN AMENDED RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT FOR RFP/PS/DAIM/2311-1240153, MIDDLEWARE WITH APPLIED DECISION TECHNOLOGIES, INC., ON BEHALF OF THE DEPARTMENT OF ATLANTA INFORMATION MANAGEMENT AND MUNICIPAL COURTS, FOR A TERM OF THREE (3) YEARS WITH TWO (2), ONE (1) YEAR RENEWAL OPTIONS, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIFTY-NINE THOUSAND TWO DOLLARS AND ZERO CENTS (\$759,002.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.**

WHEREAS, the Department of Atlanta Information Management (“AIM”) and Atlanta Municipal Courts (“Courts”) identified the need for middleware (“Services”); and

WHEREAS, the City of Atlanta (“City”) advertised Request of Proposals for RFP/PS/DAIM/2311-1240153, Middleware on behalf of the Department of AIM and the Courts; and

WHEREAS, the City desires to use American Rescue Plan Act (“ARPA”) funds for the agreement in an amount not to exceed Seven Hundred Fifty-Nine Thousand Two Dollars and Zero Cents (\$759,002.00) to fund the ARPA eligible activities included in the agreement; and

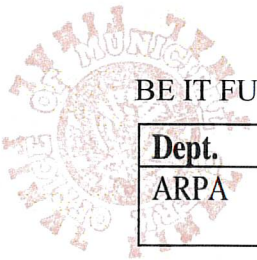
WHEREAS, the Chief Information Officer of the Department of AIM, Chief Judge of the Courts, and the Chief Procurement Officer recommend the contract for RFP/PS/DAIM/2311-1240153, Middleware, be awarded to Applied Decision Technologies, Inc., for a term of three (3) years with two (2) one (1) year renewal term options to be exercised at the City’s sole discretion, in an amount not to exceed Seven Hundred Fifty-Nine Thousand Two Dollars and Zero Cents (\$759,002.00); and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by the successful offeror have been considered in accordance with Section 2-1214 of the City of Atlanta Code of Ordinances and award of the agreement is appropriate.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee, is authorized to execute an agreement for RFP/PS/DAIM/2311-1240153, Middleware with Applied Decision Technologies, Inc., on behalf of the Department of AIM, and the Courts, in an amount not to exceed Seven Hundred Fifty-Nine Thousand Two Dollars and Zero Cents (\$759,002.00) during the initial term of the agreement, which includes funds received by the City from the U.S. Department of Treasury under ARPA.

BE IT FURTHER RESOLVED, the term of the agreement will include an initial term of three (3) years with two (2) one (1) year renewal term options to be exercised at the City’s sole discretion.





BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from:

Dept.	FDOA	FY25	FY26	FY27
ARPA	2509.050101.5212001.5510001.500 108.32652.210.1	\$366,164.00	\$193,332.00	\$199,506.00

BE IT FURTHER RESOLVED, the Chief Procurement Officer, in consultation with the City Attorney or her designee, is directed to prepare all appropriate documents for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, the agreement will not become binding on the City and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney or her designee, executed by the Mayor, or his designee, attested to by the Municipal Clerk, and delivered to Applied Decision Technologies, Inc.

A true copy,

Corrine A. Lindo

Municipal Clerk

ADOPTED as amended by the Atlanta City Council

SEP 03, 2024

APPROVED per City Charter Section 2-403

SEP 12, 2024





**CITY OF ATLANTA  
OFFICE OF THE INSPECTOR GENERAL**

SHANNON K. MANIGAULT  
INSPECTOR GENERAL

INDEPENDENT PROCUREMENT REVIEW DIVISION

## **Independent Procurement Review Report**

TO: Atlanta City Council

DATE: August 28, 2024

The purpose of this report is to communicate the results of the following solicitation.

### **Background**

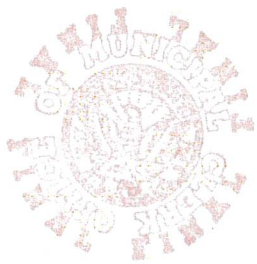
Atlanta Information Management requested a Request for Proposals for the project and scope shown below. Requests for Proposals are typically evaluated based on a variety of evaluation factors including price, understanding of scope and objectives, and expertise. This project was not previously cancelled.

Solicitation#	RFP/PS/DAIM/2311-1240153
Project Name:	Middleware
Estimated Dollar Amount:	\$350K - \$500K per year
Term:	Three years with two one-year renewal options
Recommended Awardee:	Applied Decision Technologies, Incorporated
DOP Responsive Bidders:	Applied Decision Technologies, Incorporated Humanoid Playground Advanced Software Development, LLC
All Bidders:	Applied Decision Technologies, Incorporated Humanoid Playground Advanced Software Development, LLC Xceleon, LLC

### **Observations and Responses**

#### *Responsive Review*

**Observation 1:** DOP provided “x”s instead of initials as required by the form to indicate submission of required documents. The Contract Specialist provided no signature to indicate responsiveness on the Financial Responsibility Review form for the proposed awardee as required by the form.



DOP Response: Upon review of the IPro observation, the signed Financial Responsibility Review Form has been updated by the DOP staff member to indicate responsiveness and has been submitted to IPro.

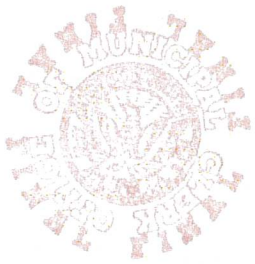
The review yielded no additional findings.

### **Methodology**

The Independent Procurement Division reviews the following stages of the procurement process:

- Initiation
- Solicitation
- Responsive Review
- Evaluation
- Award

*In accordance with Atlanta City Charter Article 8, Section 8-107, and Section 2-1604 of the Atlanta Code of Ordinances, the Independent Procurement Review Division of the Office of the Inspector General must review all solicitations with an aggregate value of \$1,000,000 or greater seeking approval by the Atlanta City Council, for file completeness, conflicts of interest, and other areas of perceived deficiency; must review all cooperative purchase agreements and piggyback contracts with an aggregate value greater than \$1,000,000; and may conduct discretionary reviews of any value.*



CITY COUNCIL  
ATLANTA, GEORGIA

24-R-3979

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**Workflow List:**

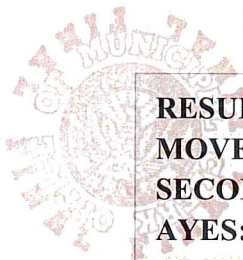
Jason Sankey	Completed	08/13/2024 8:47 AM
Sean Holloway	Completed	08/13/2024 8:59 AM
Finance	Completed	08/13/2024 9:56 AM
Atlanta Information Management (AIM)	Completed	08/13/2024 9:58 AM
Procurement	Completed	08/14/2024 10:13 AM
Jaideep Majumdar	Completed	08/14/2024 6:42 PM
Mayor's Office	Completed	08/15/2024 10:32 AM
Office of Research and Policy Analysis	Completed	08/19/2024 10:44 AM
Finance/Executive Committee	Completed	08/28/2024 1:30 PM
Atlanta City Council	Completed	09/03/2024 1:00 PM
Atlanta City Council	Completed	09/03/2024 1:00 PM

**HISTORY:**

08/28/24	Finance/Executive Committee	FAVORABLE AS AMENDED
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<b>RESULT:</b>	<b>FAVORABLE AS AMENDED [UNANIMOUS]</b>	<b>Next: 9/3/2024 1:00 PM</b>
<b>MOVER:</b>	Alex Wan, Vice Chair, District 6	
<b>SECONDER:</b>	Howard Shook, Chair, District 7	
<b>AYES:</b>	Shook, Wan, Winston, Hillis, Overstreet	
<b>ABSENT:</b>	Byron D Amos, Liliana Bakhtiari	

09/03/2024	Atlanta City Council	ADOPTED AS AMENDED
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**RESULT:** ADOPTED AS AMENDED BY CONSENT VOTE [9 TO 0]  
**MOVER:** Alex Wan, Councilmember, District 6  
**SECONDER:** Dustin Hillis, Councilmember, District 9  
**AYES:** Westmoreland, Winston, Farokhi, Bakhtiari, Wan, Shook, Hillis, Boone, Lewis  
**ABSENT:** Mary Norwood, Marci Collier Overstreet  
**AWAY:** Michael Julian Bond, Byron D Amos, Jason Dozier

Certified by Presiding Officer	Certified by Clerk
<p><b>CERTIFIED</b></p> <p>9/3/2024</p> <p>ATLANTA CITY COUNCIL PRESIDENT</p> <p><i>Doug Shipman</i></p>	<p><b>CERTIFIED</b></p> <p>9/3/2024</p> <p>MUNICIPAL CLERK</p> <p><i>Corrine A. Linda</i></p>
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

**ADOPTED BY COUNCIL**

**09/03/2024**