

INTERGOVERNMENTAL AGREEMENT

FOR THE PROVISION OF PRE-ARREST DIVERSION AND CONTINUUM OF RESOURCE BUILDING SERVICES BETWEEN FULTON COUNTY, GEORGIA AND ATLANTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered this 9th day of November, 2023, by and between the City of Atlanta, Georgia (“City”), a municipal corporation, and Fulton County, Georgia (“County”), a constitutionally created political subdivision of the State of Georgia, (collectively, the “Parties”, and singly, a “Party”) to create and establish the Center for Diversion and Services (“Diversion Center”). This IGA is effective January 1, 2024, shall be for a term of four years, and may be renewed as provided below upon mutual agreement of the Parties.

RECITALS

WHEREAS, the City and the County have an interest in maintaining the public health, safety, and welfare within their respective territorial jurisdictions; and

WHEREAS, cooperation between the City and the County is critical to the vitality of the City and the County as a whole, and necessary to ensure that the citizens of the City and the County are served in the best possible way; and

WHEREAS, the Georgia Constitution, Article IX, Section 2, Paragraph 3, except as otherwise provided by law, permits local governments to execute Intergovernmental Agreements; and

WHEREAS, the Parties agree many community members in the County as a whole and the City live with behavioral health concerns for which they experience significant gaps in needed social services; and

WHEREAS, this population is often arrested and taken to either the Atlanta City Detention Diversion Center (“ACDC”) or the Fulton County Jail, when what in fact would be most beneficial is holistic, wraparound care and services related to mental health, substance use, homelessness, and poverty (referred to herein as a “Continuum of Resources”); and

WHEREAS, the Parties seek to transition away from legal system responses that utilize jails or arrest for concerns related to homelessness, mental health, substance use, and poverty; and

WHEREAS, stakeholders across metropolitan Atlanta’s and throughout the County’s behavioral health field agree a Continuum of Resources are needed to reduce the number of people experiencing concerns related to mental health, substance use, homelessness, and poverty who enter our legal system, and that doing so will reduce the overall population of individuals at ACDC and the Fulton County Jail; and

WHEREAS, the needed Continuum of Resources has been well documented by the Fulton County Justice and Mental Health Task Force and the Substance Abuse and Mental Health Services Administration’s Building a Competent Crisis Care System at Intercepts 0-1 Community of Practice, which includes City, County, State, and other service providers; and

WHEREAS, the Diversion Center represents an opportunity for City, County, and other stakeholders and partners to strengthen partnerships and collaborate on a key element of this continuum of resources; and

WHEREAS, the Diversion Center also represents an opportunity to not only divert individuals from arrest and jail but also to have an impact on their quality of life and empower them with the care, services, and referrals that are critical to helping them move forward in a positive way; and

WHEREAS, the Diversion Center will be a 24/7 pre-arrest drop-off point for law enforcement and will include a shared governance model comprised of a wide range of stakeholders and service providers (the Justice Policy Board, *see (c)* below), all of which share a unified vision of providing services in a supportive environment to people experiencing concerns related to homelessness, mental health, substance use, and/or poverty; and

WHEREAS, the Diversion Center will provide care and services, including but not limited to (1) peer reception and navigation through Diversion Center services; (2) behavioral health screening and needs assessment; (3) non-emergency medical care; (4) a sobering room; (5) referrals and transportation to off-site treatment and service organizations; (6) case management and basic legal navigation; (7) warrant resolution; and (8) food, laundry, and showers; and

WHEREAS, in November 2021, the Parties executed an IGA for an initial two-year term, commencing January 1, 2022, and ending December 31, 2023; and

WHEREAS, during this initial term, the Parties made significant progress toward development of the Diversion Center, including selecting Grady Hospital to serve as the Diversion Center's operator in December 2022 and starting Diversion Center construction in March 2023; and

WHEREAS, the Parties now seek to renew this IGA for a second, four-year term, commencing January 1, 2024, and ending December 31, 2027; and

WHEREAS, this second renewal aligns with Grady Hospital's four-year contract to serve as the Diversion Center operator; and

WHEREAS, the Parties commit to continued collaboration, both regarding the Diversion Center and any future efforts toward building and strengthening metropolitan Atlanta's and the County's Continuum of Resources infrastructure; and

WHEREAS, the Atlanta Police Department (APD), as an entity of the City, commits to fully utilizing the Diversion Center and supporting future related projects and/or initiatives that strengthen metropolitan Atlanta's diversion ecosystem; and

WHEREAS, these recitals are incorporated within the body of this IGA as if fully set forth therein.

NOW, THEREFORE, the parties state their intent for this IGA as follows:

A. Vision and Guiding Principles

- a. In support of the Parties' collaboration toward the Diversion Center and future efforts toward building and strengthening the County's and the City's Continuum of Resources infrastructure, the Parties agree to the following vision statement and guiding principles.

b. **Vision Statement**

The Parties' vision is to safely reduce the number of people with concerns related to mental health, homelessness, substance use, and poverty who come in contact with the City or County's criminal legal systems.

c. **Guiding Principles**

- i. **People-centered:** The Parties value being people-centered by learning from different perspectives, showing dignity and respect, and being empathetic, fair, and equitable to all persons.
- ii. **Innovative:** The Parties will be open to new processes, policies, and practices that will help improve on the four key measures of the Stepping Up Initiative and overcome real and perceived barriers.
- iii. **Collaborative:** The criminal justice and mental health systems are complex and those individuals the Parties serve benefit most when members of both cooperate.
- iv. **Solution-oriented:** The Parties are focused on outcomes and adhere to a strength-based perspective.
- v. **Responsible and accountable:** The Parties recognize outcomes improve when performance is tracked and reported and there is responsibility for improving results.
- vi. **Safe:** The Parties embrace positive health outcomes for all involved.
- vii. **Recovery-minded:** The Parties are focused on recovery because quality care and treatment work, and recovery is possible.

B. Identification of Parties

- a. The Parties to this IGA are the City and the County. These Parties commit their collective efforts in support of the Diversion Center and their continued efforts toward increasing the County's and the City's Continuum of Resources infrastructure.

C. Outcomes and Metrics

- a. The Diversion Center will demonstrate positive impact through the following aspirational goals and metrics relevant to each partner. The Parties agree these goals and metrics may be revisited and updated throughout the term of this IGA.

Goals	Partner Agency with Data
Reduction in number of daily jail bookings **** Comparison measure <ul style="list-style-type: none"> • Diversion Center guest history • Non-Diversion Center guests 	<ul style="list-style-type: none"> • Fulton County Superior Court • City of Atlanta, Department of Corrections (DOC) • Diversion Center staff
Reduction in jail bookings for people who screen (+) for mental health concerns	<ul style="list-style-type: none"> • Fulton County Superior Court • Fulton County Department of Behavioral Health and Developmental Disabilities (DBHDD) • COA DOC
Reduction in jail bookings for people who screen (+) for homelessness	<ul style="list-style-type: none"> • Fulton County Superior Court • Fulton County Sheriff/Naphcare • Partners for Home/Homeless Management Information System • COA DOC
Reduction in jail bookings for people who screen (+) for substance abuse concerns	<ul style="list-style-type: none"> • Fulton County Superior Court • Fulton County Sheriff/Naphcare • COA DOC
Reduction in average daily jail population for people who screen (+) for mental health concerns, homelessness, and/or substance use/abuse	<ul style="list-style-type: none"> • Fulton County Superior Court • Fulton County Sheriff/Naphcare • COA DOC
Reduction in bookings on warrants and technical violations (with no associated new charges)	<ul style="list-style-type: none"> • Fulton County Superior Court • COA DOC
Increased time between arrests	<ul style="list-style-type: none"> • Fulton County Superior Court • COA DOC

Metrics used to Measure Progress Toward Goals	Partner Agency with Data
Number of guests who voluntarily admit to the Diversion Center for treatment or social services	<ul style="list-style-type: none"> • APD/MARTA/other law enforcement agencies • Diversion Center staff • PAD
Percentage of guests who voluntarily admit to the Diversion Center who leave within six hours, 12 hours, and 24 hours	<ul style="list-style-type: none"> • Diversion Center staff
Percentage of guests who connect to aftercare	<ul style="list-style-type: none"> • Diversion Center staff • Grady, PAD, and other partners
Transition to stable housing situation	<ul style="list-style-type: none"> • Diversion Center staff

<ul style="list-style-type: none"> • Residential treatment programs • Permanent supportive housing • Transitional housing • Shelter 	<ul style="list-style-type: none"> • Partners for Home, Fulton County DBHDD, Grady, PAD, and other partners
Total number unduplicated guests assessed per month (target TBD)	<ul style="list-style-type: none"> • Diversion Center staff
Total number unduplicated guests served per month (target TBD)	<ul style="list-style-type: none"> • Diversion Center staff
Number/percentage of guests linked to outpatient services	<ul style="list-style-type: none"> • Diversion Center staff • PAD, Grady, and other partners

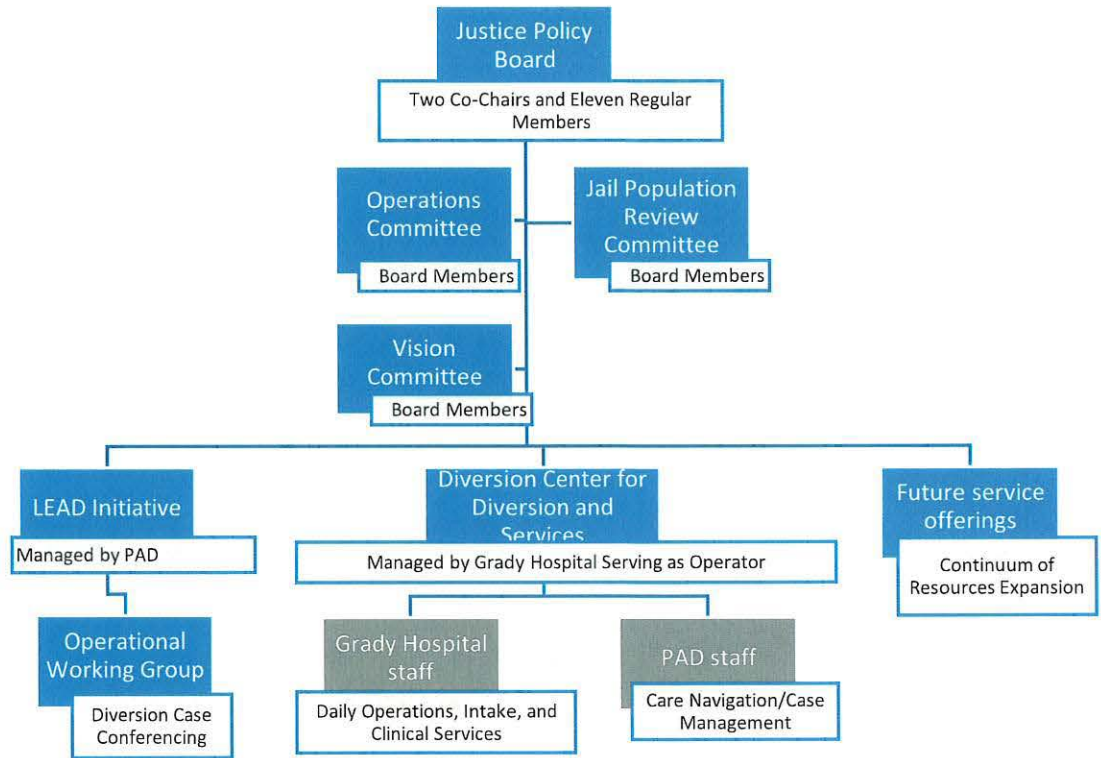
D. Funding Commitments

- a. Diversion Center funding needs include \$5,000,000 in annual costs, with the annual costs to be share equally by the City and the County for the duration of this IGA. The County’s funding obligation for the term of the IGA is in an amount not to exceed \$2,500,000 to be used solely for operating costs of the Center. Annual costs are defined as costs supporting direct Diversion Center operations. Nothing herein shall be construed as an obligation of any Party to fund any year beyond the first year, unless such future year’s funding is appropriated by a Party. Grady Hospital, in its capacity as Diversion Center operator, will invoice the City’s finance department monthly in accordance with the department’s accounting procedures and shall provide a copy of such invoice to the County for its records. The City shall bill the County monthly. Invoices should be sent to accounts.payable@fultoncountyga.gov, and the County shall pay the City directly for its portion of Grady’s costs as operator of the Diversion Center, with such County payments to the City coming from the County’s stated funding obligation above. During the term of the IGA, the City and County shall have the right to inspect and audit all accounting reports, books or records which concern the Diversion Center’s operations, at the sole cost of the entity conducting the inspection or audit and upon providing reasonable written notice.
- b. If the Diversion Center receives operating and/or capital funding from additional sources, *e.g.*, private or philanthropic organizations, the City and County commit to not reducing or offsetting existing or future funding amounts (to the extent appropriated) and/or commitments, regardless of the Diversion Center’s year of operation.

E. Diversion Center Concept, Organizational Structure, and Partner Responsibilities

- a. Diversion Center Concept. The Diversion Center is and shall operate as a pre-arrest drop-off point for any law enforcement agency within the City and the County and includes a shared governance model (*see* (c) below, the Justice Policy Board) comprised of a wide range of partners, all of which share a unified vision of providing services in a supportive environment to people experiencing concerns related to homelessness, mental health, substance use, and/or poverty. The Diversion Center will be located at the ACDC, complete with its own signage, dedicated entry, and stand-alone facility separate from ACDC operations. On-site partners, will provide care and services to Diversion Center guests, including but not limited to (1) peer reception and navigation through Diversion Center services; (2) behavioral health screening and needs assessment; (3) non-emergency medical care; (4) sobering rooms; (5) referrals and transportation to off-site treatment and service organizations; (6) case management and basic legal navigation; (7) warrant resolution; and (8) food, laundry, and showers. As noted, Grady Hospital, serving as Diversion Center operator, will manage the administrative-, financial-, and building-related functions of the Diversion Center. Grady Hospital will collaborate with on-site partners that will provide the services identified directly above. Grady Hospital's specific role and responsibilities are outlined in the City's contract with Grady Hospital, which began with an initial one-year term on January 1, 2023, and is eligible for two additional two-year renewals, beginning January 1, 2024 and ending December 31, 2027.
- b. The City shall ensure Grady Hospital, serving as Diversion Center operator, shall obtain liability insurance in an amount not less than One Million Dollars, (\$1,000,000.00) and along with naming the City (if applicable), shall name the County as its additional insured in its certificate, which must be delivered to the County prior to the commencement of the services. Furthermore, the City shall include provisions in its contract with Grady Hospital, requiring that the vendor shall indemnify and hold harmless the County as well as the County's commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage caused by Grady Hospital or anyone under its control (except that no party shall be indemnified for their own negligence). Grady Hospital, if requested, shall assume and defend at Grady Hospital's own expense, any suit, action or other legal proceedings arising there from, and Grady Hospital hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County arising there from. Nothing herein shall be construed as a waiver of either the City's or the County's sovereign immunity.

c. Organizational Structure



i. Justice Policy Board

1. The Justice Policy Board (Board) is an intergovernmental, multi-stakeholder partnership that sets an overall vision and goals for an intergovernmental and multi-stakeholder partnership between the City and the County and focused on establishing and supporting development of the Diversion Center (e.g., increasing the scope and geographic range of Diversion Center services) and expanding and strengthening metro Atlanta’s continuum of resources to provide alternatives to arrest and incarceration. The continuum of resources may include, but is not limited to, increased behavioral and crisis care programming and services and expanded options (beyond arrest and jail) for concerns related to homelessness, mental health, substance use, and poverty.
2. The Board is composed of three Committees, including Operations, Vision, and Jail Population Review.
3. The Board will meet quarterly to:
 - a. Provide overall oversight of the Diversion Center, including services provided at the Diversion Center by third party

- providers (e.g., Grady Health System (Grady) and the Policing Alternatives and Diversion Initiative (PAD)), and the Law Enforcement Assisted Diversion Initiative (LEAD);
- b. Provide oversight of future expansion of metro Atlanta's continuum of resources in fulfillment of the mission and vision outlined in this IGA;
 - c. Receive presentations and review reports submitted by the Diversion Center;
 - d. Collaborate with legal system stakeholders and universities to explore opportunities to expand and strengthen metro Atlanta's continuum of resources infrastructure;
 - e. Maintain an understanding of local and national trends research, concerns, and advancements regarding policy and legislative solutions in support of expanding and strengthening metro Atlanta's continuum of resources infrastructure; and
 - f. Track national trends and best practices with regards to approaches to criminal legal reform, diversion, deflection, mental illness, substance use, and/or extreme poverty.
4. The Board's Operations Committee will provide a quarterly report to both the Atlanta City Council and Fulton County Board of Commissioners, which will include updates on Diversion Center operations, as well as ongoing Board projects and/or initiatives where relevant and helpful.
5. Overall Structure and Membership
- a. The Board will have a **maximum limit of thirteen (13)** total Board members, including:
 - i. Two voting co-chairs
 - ii. Eleven regular voting members (reflecting a balance of City, County, and community representation)
 - iii. For the initial January 2022 through December 2023 Board member term only, all members, including co-chairs, shall be nominated by the City and County. Beginning with the January 2024 through December 2026 term and all future terms, existing Board members shall nominate and elect members.
 - iv. City and County will collaborate to ensure the Board has as equal representation as possible, with suggested representation outlined in (e) and (f) below
 - b. All Board members will **not** have term limits but will serve two-year terms.

- c. The Board will nominate and elect new co-chairs and regular Board members **at least one month** before the end of each two-year term.
- d. All Board members **must consult** with relevant external subject matter experts, stakeholders, and community representatives in Board matters (*e.g.*, if the Board includes an elected official but no prosecutorial or law enforcement representation, then the elected official must consult with prosecutorial and law enforcement representatives regarding Board matters)
- e. It is suggested that Board members include representation from the following organizations and groups:
 - i. City and county elected officials (*e.g.*, Fulton County Board of Commissioners and Atlanta City Council);
 - ii. The Office of the Mayor (*e.g.*, the Mayor of the City of Atlanta and the Chief Operating Officer);
 - iii. Law enforcement (*e.g.*, APD*);
 - iv. Prosecutors' offices (*e.g.*, Fulton County District Attorney and City of Atlanta Solicitor);
 - v. Public defenders' offices (*e.g.*, Fulton County Public Defender and City of Atlanta Public Defender);
 - vi. Judges (*e.g.*, State Court of Fulton County, Fulton County Superior Court, and Municipal Court of Atlanta)
 - vii. Behavioral health representatives (*e.g.*, Fulton County Department of Behavioral Health and Developmental Disabilities and Georgia Department of Behavioral Health and Developmental Disabilities);
 - viii. Representative of an organization of formerly incarcerated individuals;
 - ix. Representative of a criminal legal reform organization; and
 - x. Representative of a peer-led behavioral health organization (*e.g.*, Georgia Mental Health Consumer Network)
- f. *Ex officio* (non-voting) Board members may include representation from the following organizations and groups:
 - i. Georgia Criminal Justice Coordinating Council;
 - ii. PAD;
 - iii. Grady;
 - iv. Partners for Home; and

- v. Funders of the Diversion Center or any other Board initiatives, projects, and/or programs
 - g. *Ex officio* Board members may attend Board meetings, and Board co-chairs must make meeting times, dates, and locations available to *ex officio* members
 - h. **It is mandatory that at least one Board member be a representative from the APD*
- d. Each Diversion Center partner will have the following responsibilities (not an exhaustive list):
 - i. City of Atlanta
 - 1. Co-funds annual Diversion Center costs, which include costs supporting direct Diversion Center operations and/or indirect City activities to sustain the Diversion Center's impact;
 - 2. Funds and coordinates initial capital funding for the Diversion Center;
 - 3. Issues and holds the contract with the Diversion Center operator/vendor; and
 - 4. Co-chairs the Justice Policy Board and appoints City agency representatives to the Justice Policy Board.
 - ii. Fulton County
 - 1. Co-funds annual Diversion Center costs, which include costs supporting direct Diversion Center operations and/or indirect County activities to sustain the Diversion Center's impact; and
 - 2. Co-chairs the Justice Policy Board and appoints County agency representatives to the Justice Policy Board.
 - iii. Operator (Grady Hospital)
 - 1. Leads the day-to-day operations of the Diversion Center according to a future protocols document that will be developed in collaboration with the City, County, PAD, and Grady;
 - 2. Reports to the Justice Policy Board;
 - 3. Coordinates on-site partners, intake, referrals, and other services in collaboration with PAD and Grady;
 - 4. Manages the overall Diversion Center operational, financial, and facility management/functions;
 - 5. Works with on-site and off-site partner entities (including the Justice Policy Board) to collect and evaluate Diversion Center data and improve services and operations; and
 - 6. Sets protocols and processes, in coordination with PAD, Grady, and the Justice Policy Board.

F. IGA Governance

- a. All decisions pertaining to this IGA shall be made by consensus. For purposes of this IGA, this means a resolution that is acceptable to both Parties even if not ideal.

Each Party to this IGA shall designate one representative for purposes of determining consensus in all decisions pertaining to this IGA, but multiple representatives from each organization may attend meetings and participate in discussions, as non-voting representatives.

G. Termination

- a. Termination upon Mutual Agreement. Notwithstanding anything contained herein to the contrary, the Parties may, upon consensus vote thereof, agree to terminate this IGA for substantial departure from the vision, guiding principles, funding, and/or other commitments and terms outlined in this IGA.
- b. Termination for Lack of Appropriations. This IGA shall be terminated in its entirety if, the legislative authorization necessary to establish an annual maximum payment amount for the City or the County for a fiscal or calendar year in which the IGA is effective are not enacted. Termination pursuant to this subsection shall be effective on the last day of the term for which an annual maximum payment amount has been legislatively authorized, provided, however, that task orders funded out of a previously legislatively authorized annual maximum payment amount may continue beyond such termination date.
- c. Any disputes regarding this Section are expressly made subject to the terms of the Dispute Section of this IGA.

H. Disputes

- a. The Parties agree to attempt to resolve all disputes and misunderstandings that may arise under or relating to this IGA by agreement of the Parties or through amicable negotiations.
- b. All claims by a Party shall be made in writing and submitted to the other Party. A Party receiving the claim shall, with reasonable promptness, but in no more than 15 calendar days, render a decision concerning any claim hereunder. Unless a Party, within 10 calendar days after receipt of the decision of the other Party, provides notice in writing that it takes exception to such decision, the decision shall be final and conclusive. Any unresolved claims may be submitted to non-binding mediation.
- c. This Section shall survive the termination of this Agreement.

I. Term

- a. Unless earlier terminated, the second, renewal term of this IGA shall be effective on January 1, 2024 and end on December 31, 2027, subject to renewal. This IGA may be renewed each calendar year thereafter where the Parties agree to renew by providing 90 days' notice to the other Party prior to expiration of the then existing term, and the Parties provide a written response of their intent to renew. Such renewal is only effective if each Party obtains approval from their respective governing bodies and necessary funds are appropriated as provided in this IGA.

J. Modifications

- a. This IGA may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the Parties' respective governing bodies.

K. Notices

- a. For purposes of this IGA, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

- i. **The County**

Fulton County Board of Commissioners
Attn: Chairman
141 Pryor St., SW
Atlanta, GA 30303

- ii. **The City**

City of Atlanta
Attn: LaChandra Burks, Deputy Chief Operating Officer
lburks@atlantaga.gov, (404) 909-0615
55 Trinity Ave., SW
Atlanta, GA 30303

- L. This IGA states the total obligation of the County and the City for the calendar year of execution. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

M. General Provisions


- a. If any part of this IGA is found to be invalid or unenforceable, or is otherwise stricken, the remainder of this IGA shall remain in full force and effect.
- b. This IGA constitutes the entire agreement between the Parties and supersedes any prior oral understandings between the Parties with respect to the matters addressed herein.
- c. Waiver of any term or condition of this IGA shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this IGA. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
- d. This IGA is entered into for the exclusive benefit of the undersigned Parties and is not intended to create any rights, powers, or interest in any third party. The County, including its respective officers, officials, employees, or agents, shall not be liable to third parties by any act or omission of the other Party.
- e. This IGA shall be governed by the laws of the State of Georgia.
- f. This IGA may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[Signatures of following pages.]

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this 9th day of November, 2023.

FULTON COUNTY, GEORGIA

Approved:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:



Tonya Grier
Clerk to the Commission (Seal)



Approved as to Content:


Latrina Foster, Director
Department of Behavioral Health and Disabilities

Approved as to Form:

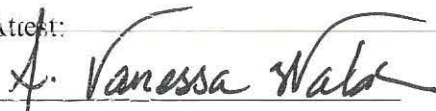

Y. Soo Jo
County Attorney

CITY OF ATLANTA

Approved:


Andre Dickens
Mayor

Attest:


A. Vanessa Waldon
Municipal Clerk (Seal)

A. Vanessa Waldon
Municipal Clerk

Approved as to Content:

Lisa Y. Benjamin 11/12/2023

Lisa Benjamin
Chief Operating Officer

Approved as to Content:

LaChandra Burks 11/9/2023

LaChandra Burks
Deputy Chief Operating Officer

Approved as to Form:

Nina Hickson 11/11/2023

Nina Hickson
City Attorney