

**MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA  
AND THE ATLANTA/FULTON COUNTY PREARREST DIVERSION INITIATIVE,  
INC (PAD)**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into upon all parties affixing their signatures on this document between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“**Fulton County**”), by and through its **Department of Behavioral Health and Developmental Disabilities (“BHDD”)**, and Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (“**PAD**”), (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, PAD is aimed at redirecting individuals out of the criminal justice system through the coordination of the Atlanta/Fulton County Law Enforcement Assisted Diversion Initiative; and

**WHEREAS**, PAD has received financial support from a number of governmental agencies and private donors; and

**WHEREAS**, PAD anticipates that the Law Enforcement Assisted Diversion (“LEAD”) initiative will reduce arrests and recidivism rates in Fulton County while providing social services to those suffering from mental illness, substance use disorders and extreme poverty; and

**WHEREAS**, PAD seeks funding to continue to hire staff and provide basic necessities to participants who are served; and

**WHEREAS**, Fulton County believes that reducing crime while providing services to citizens and individuals in need is to the benefit of all Fulton County residents; and

**WHEREAS**, the Parties agree that it is beneficial to work together to achieve synergies for success in the programs; and

**WHEREAS**, the Fulton County BHDD supports use of funds in their budget to support PAD; and

**WHEREAS**, the Parties deem it to be in the best interest of Fulton County citizens to enter into this MOU under the terms and conditions expressed.

**NOW, THEREFORE**, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

**ARTICLE I. PURPOSE AND INTENT**

The purpose of this MOU between PAD and Fulton County, acting through the County’s DHDD, is to establish and formalize the obligations and responsibilities of the Parties in the amount of \$400,000.00 to payable PAD to fund the coordination of the Atlanta/Fulton County LEAD initiative, including diversion services and care navigation efforts.

1.1 PAD seeks to reduce criminal justice system involvement for people who have already had substantial contact with the criminal justice system; improve public safety and public health by improving neighborhood and participant quality of life through harm-reduction interventions; and advocate for new pathways for more appropriate service provisions. In 2023, PAD has the following objectives:

- **By December 2023**, provide 3 weeks of emergency shelter to 400 (four hundred) unsheltered Fulton County citizens at a cost of \$201,600.
- **By December 2023**, provide 3 months of temporary housing to 60 (sixty) Fulton County citizens at the cost of \$100,800.
- **By December 2023**, provide 4 weeks of transportation assistance to 300 (three hundred) Fulton County citizens at a cost of \$34,800.
- **By December 2023**, provide cell phones and service to 60 (sixty) Fulton County citizens at a cost of 17,200.
- **By December 2023**, provide 3 (three) months of food assistance to 150 (one hundred fifty) Fulton County citizens at a cost of \$30,000.
- **By December 2023**, provide clothing and PPE supplies to 250 (two hundred fifty) Fulton County citizens at a cost of \$12,600.
- **By December 2023**, provide identification document assistance (i.e., birth certificates, identification, social security cards) to 100 (one hundred) Fulton County citizens at a cost of \$3,000.

1.2 Neither this Agreement, nor any activities described herein, shall be construed as creating a legal partnership, joint venture, franchise, agency, or other such relationship, but instead a collaboration on programs to serve citizens in Fulton County in furtherance of the Parties' public purpose. No party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

## **ARTICLE II. FUNDING AND USE OF THE FUNDS**

2.1 Upon approval by the Fulton County Board of Commissioners, Fulton County, through its County Department of BHDD, will reimburse PAD monthly for services provided until they reach the funding amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) (the "Funding Amount"). The Funding Amount shall be allocated from the Fulton County BHDD General Fund Budget in the amount of \$400,000.

2.2 PAD shall use the Funding Amount provided by Fulton County solely for the items described above. PAD shall provide the Department of BHDD with accompanying documentation upon request.

2.3 In no event shall Fulton County be obligated for funding in excess of the Funding Amount.

### **ARTICLE III. REPORTING AND RESPONSIBILITY OF PAD**

In consideration for the Funding Amount, PAD shall have the following reporting and other responsibilities:

- 3.1 **Monthly Reports.** On or before 15<sup>th</sup> of the following month of the service provision, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives herein for the period from contract execution until December 31, 2023.
- 3.2 **Quarterly Reports.** On or before the 15<sup>th</sup> of the following month of the quarter following the service provision (April, July, and October), PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period from contract execution until December 31, 2023
- 3.3 **Mid-year Reports.** On or before July 15, 2023, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2023 until June 30, 2023.
- 3.4 **Annual Reports.** On or before January 15, 2024, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2023 until December 31, 2023.
- 3.5 **Financial Records.** PAD agrees to maintain and make available to the Department of BHDD, upon reasonable request, all of PAD financial records that are kept in the ordinary course of business. The Department of BHDD agrees that all requests shall be made in writing and to provide the PAD with a reasonable amount of time to respond to any such request for financial records.

### **ARTICLE IV. INDEMNIFICATION**

PAD agrees to indemnify and hold harmless Fulton County, its elected officials, officers, employees, agents and representatives, from and against all claims, including copy right infringement claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of or relating to the performance of the LEAD initiative under this MOU by PAD and its employees, agents and representatives. Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity.

### **ARTICLE V. INSURANCE**

PAD shall maintain liability insurance to cover any actions either negligent or willful against any person stemming from the acts or omissions of the participating seniors. The policy shall provide a minimum amount of not less than \$1,000,000 per occurrence and no more than an

annual aggregate of \$2,000,000. Fulton County must be a named additional insured on the insurance policy.

#### **ARTICLE VI. TERM OF AGREEMENT**

This MOU shall expire on December 31, 2023. Notwithstanding anything contained herein, PAD's reporting obligations as set forth in Article 3.4 shall survive the expiration or termination of this MOU. Failure to abide by the reporting obligations may subject PAD to not qualify for any future funding at the sole discretion of Fulton County.

#### **ARTICLE VII. TERMINATION/SUSPENSION OF WORK**

7.1 Termination without Cause. Notwithstanding anything contained herein to the contrary, Fulton County may terminate this MOU without cause by providing PAD with 60 (sixty) days written notice.

7.2 Upon termination of the MOU under this Article, the Parties shall arrange for a proper accounting and work plan for any obligations remaining under the terms of this MOU.

7.3 Nothing herein shall prevent Fulton County from immediately suspending PAD's performance of the work upon written notice.

#### **ARTICLE VIII. MODIFICATIONS**

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

#### **ARTICLE IX. NOTICES**

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

Fulton County BHDD  
Attn: LaTrina Foster, LPC  
141 Pryor Street, SW  
Suite 1031  
Atlanta, Georgia 30303

With a concurrent copy to:  
Fulton County Attorney  
Office of the Fulton County Attorney

141 Pryor Street, S.W.  
Suite 4038  
Atlanta, GA 30303

Atlanta/Fulton County Policing Alternatives and Diversion Initiative, Inc.  
Attn: Moki Macías  
236 Forsyth Street, SW  
Suite 200  
Atlanta, Georgia 30303

## **ARTICLE X. GENERAL PROVISIONS**

- 5.1 If any part of this MOU is found to be invalid or unenforceable, or is otherwise stricken, the rest of this MOU shall remain in full force and effect.
- 5.2 This MOU constitutes the entire MOU between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
- 5.3 Waiver of any term or condition of this MOU shall require an amendment that is subject to the approval of the Parties' respective governing bodies, 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 MOU. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
- 5.4 This MOU is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers, or interests in any third-party. Fulton 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.
- 5.5 Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity or any governmental immunity available to its officials, officers, employees, and agents.
- 5.6 This MOU shall be governed by the laws of the State of Georgia.
- 5.7 This MOU 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 ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have set their hands and affixed their seals this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**FULTON COUNTY, GEORGIA**

**ATLANTA/FULTON COUNTY POLICING  
ALTERNATIVES AND DIVERSION  
INITIATIVE, INC.**

Approved:

Approved:

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Moki Macías  
Executive Director  
Atlanta Fulton Policing Alternatives and Diversion  
Initiative, Inc.

Attest:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

Approved as to Content:

\_\_\_\_\_  
LaTrina Foster, LPC, Director  
Fulton County BHDD

Approved as to Form:

\_\_\_\_\_  
Y. Soo Jo, County Attorney