

## **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 \_\_\_\_ day of \_\_\_\_\_, 2021, 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 (“Center”). This IGA is effective January 1, 2022, shall be for an initial term of two years, and may be renewed annually 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 of Atlanta and Fulton 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 Fulton County, Georgia as a whole and the City of Atlanta live with behavioral health issues 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 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 Fulton 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 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 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 Center shall operate as a 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, 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 Center will provide care and services, including but not limited to (1) peer reception and navigation through 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; and

**WHEREAS**, the Parties commit to continued collaboration, both regarding the Center and any future efforts toward building and strengthening metropolitan Atlanta's and Fulton County's continuum of resources infrastructure; and

**WHEREAS**, specifically, the Parties recognize that this IGA will result in only a partial utilization of ACDC, and that other separate and distinct opportunities for further collaboration exist for the City and the County regarding joint uses of the facility; accordingly, the Parties agree to engage in discussions regarding other potential joint uses of the facility and seek a mutually-agreeable resolution no later than twelve months from the execution of this IGA; 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. Mission, Vision, and Guiding Principles

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

## **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.

### **b. 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 Center and their continued efforts toward increasing Fulton County's and the City of Atlanta's continuum of resources infrastructure.

### **C. Outcomes and Metrics**

- a. The Center aspires to demonstrate positive impact through the following outcomes and metrics relevant to each partner.

Outcomes	Metrics	Partner Agency with Data
Reduction in number of daily jail bookings  **** Comparison measure <ul style="list-style-type: none"> <li>Center guest history</li> <li>Non-Center guests</li> </ul>	Fulton County Jail (Target 13)  ACDC (Target 16)	<ul style="list-style-type: none"> <li>Fulton County Superior Court</li> <li>City of Atlanta, Department of Corrections (DOC)</li> <li>Center staff</li> </ul>
Reduction in jail bookings for people who screen (+) for mental health concerns	10% annual reduction	<ul style="list-style-type: none"> <li>Fulton County Superior Court</li> <li>Fulton County Department of Behavioral Health and Developmental Disabilities (DBHDD)</li> <li>COA DOC</li> </ul>
Reduction in jail bookings for people who screen (+) for homelessness	10% annual reduction	<ul style="list-style-type: none"> <li>Fulton County Superior Court</li> <li>Fulton County Sheriff/Naphcare</li> <li>Partners for Home/Homeless Management Information System</li> <li>COA DOC</li> </ul>
Reduction in jail bookings for people who screen (+) for substance abuse concerns	10% annual reduction	<ul style="list-style-type: none"> <li>Fulton County Superior Court</li> <li>Fulton County Sheriff/Naphcare</li> <li>COA DOC</li> </ul>
Reduction in average daily jail population for people who screen (+) for mental health concerns, homelessness, and/or substance use/abuse	5% annual reduction	<ul style="list-style-type: none"> <li>Fulton County Superior Court</li> <li>Fulton County Sheriff/Naphcare</li> <li>COA DOC</li> </ul>
Reduction in bookings on warrants and technical violations (with no associated new charges)	10% annual reduction	<ul style="list-style-type: none"> <li>Fulton County Superior Court</li> <li>COA DOC</li> </ul>
Increased time between arrests	10% increase	<ul style="list-style-type: none"> <li>Fulton County Superior Court</li> <li>COA DOC</li> </ul>

Metrics	Partner Agency with Data
Number of guests who voluntarily admit to the Center for treatment or social services	<ul style="list-style-type: none"> <li>• APD/MARTA/other law enforcement agencies</li> <li>• Center staff</li> <li>• PAD</li> </ul>
Percentage of guests who voluntarily admit to the Center who leave within six hours, 12 hours, and 24 hours	<ul style="list-style-type: none"> <li>• Center staff</li> </ul>
Percentage of guests who connect to aftercare	<ul style="list-style-type: none"> <li>• Center staff</li> <li>• Grady, PAD, and other partners</li> </ul>
Transition to stable housing situation <ul style="list-style-type: none"> <li>• Residential treatment programs</li> <li>• Permanent supportive housing</li> <li>• Transitional housing</li> <li>• Shelter</li> </ul>	<ul style="list-style-type: none"> <li>• Center staff</li> <li>• Partners for Home, Fulton County DBHDD, Grady, PAD, and other partners</li> </ul>
Total number unduplicated guests assessed per month (target TBD)	<ul style="list-style-type: none"> <li>• Center staff</li> </ul>
Total number unduplicated guests served per month (target TBD)	<ul style="list-style-type: none"> <li>• Center staff</li> </ul>
Number/percentage of guests linked to outpatient services	<ul style="list-style-type: none"> <li>• Center staff</li> <li>• PAD, Grady, and other partners</li> </ul>

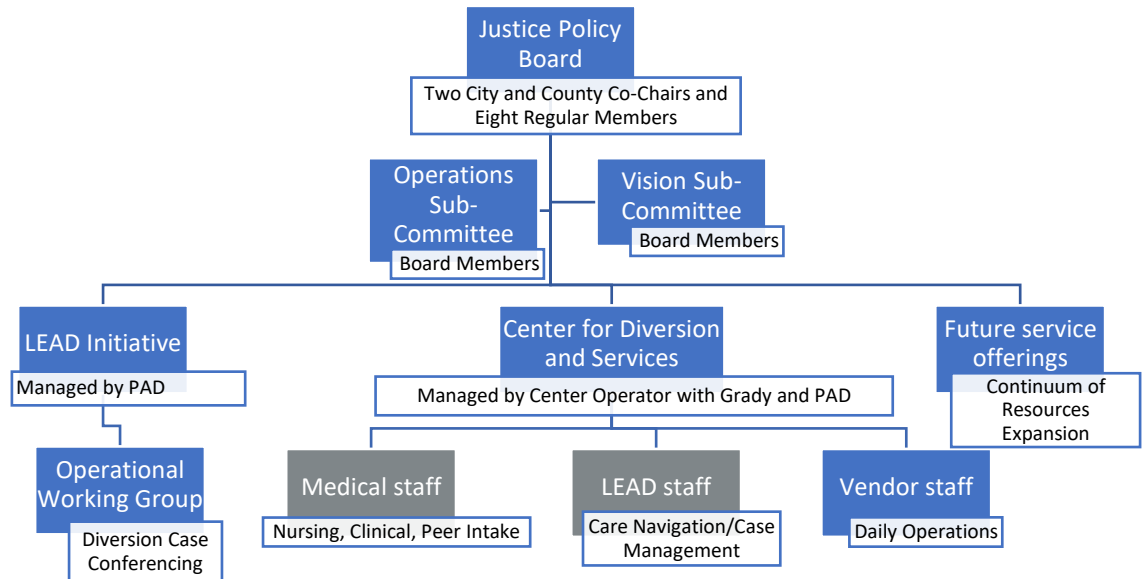
#### D. Funding Commitments

- a. Estimated Center funding needs include \$2,950,000 in one-time capital and \$5,070,000 in annual operating costs, with the annual operating costs to be share equally by the City and the County. The City being solely responsible for the one-time capital cost, commits to funding the build out of the Center within ACDC. 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. The Parties agree to discuss and work out billing and invoicing protocols to the mutual satisfaction of each Party. The City and County agree to provide copies of all invoices paid relating to the Center's operating costs to the respective Finance Department on a monthly basis. 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 Center's operations, at the sole cost of the entity conducting the inspection or audit and upon providing reasonable written notice.
- b. If the 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 Center's year of operation.

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

- a. Center Concept. The Center is and shall operate as a pre-arrest drop-off point for any law enforcement agency within the City of Atlanta and Fulton County and will include a shared governance model 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 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 Center guests, including but not limited to (1) peer reception and navigation through 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. The Center will be operated by a third-party vendor (selected after an open and competitive procurement process by the City) that will manage the administrative-, financial-, and building-related functions of the Center. The vendor will collaborate with on-site partners that will provide the services identified directly above. The role and responsibilities of the third-party vendor selected by the City shall be specified in the City's contract therewith resulting from the City's open and competitive procurement process.
- b. The City shall ensure that the vendor retained to provide services related to the work contemplated in this IGA shall obtain liability insurance in an amount not less than One Million Dollars, 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 selected vendor, 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 the vendor or anyone under its control (except that no party shall be indemnified for their own negligence). The vendor, if requested, shall assume and defend at the vendor's own expense, any suit, action or other legal proceedings arising there from, and the vendor 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 County and focused on establishing and supporting development of the Center (*e.g.*, increasing the scope and geographic range of 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 will be composed of two committees, with one focused on operations oversight (the “Operations Sub-Committee”) and one focused on continuum of resources infrastructure-building (the “Vision Sub-Committee”).
3. The Board will meet quarterly to:
  - a. Provide overall oversight of the Center, including services provided at the 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 fulfilment of the mission and vision outlined in this IGA;
- c. Receive presentations and review reports submitted by the 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. Overall Structure and Membership

- a. The Board will have a **maximum limit of eleven (11)** total Board members, including:
  - i. Two voting co-chairs (one City and one County)
  - ii. Eight regular voting members (four City and four County)
  - iii. One regular voting member appointed by a medical organization to be selected by the Parties
  - iv. The Mayor's Office, in consultation with City Council, will appoint the City's voting co-chair and four regular voting members
  - v. The Fulton County Board of Commissioners (BOC) will appoint the County's voting co-chair and four regular voting members
  - vi. City and County will collaborate to ensure the Board has as equal representation as possible of both City and County organizations and groups
- b. All Board members will **not** have term limits but will serve two-year terms, until a replacement is appointed. A member may be reappointed.
- c. The Mayor's Office and BOC will appoint new co-chairs and regular Board members **at least two months** before the end of each two-year term
  - i. Existing Board members will present a list of co-chair and Board member nominations to the BOC and Mayor's Office at least two months 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.*, Atlanta Police Department\*);
  - 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. PAD;
  - ii. Grady;
  - iii. Partners for Home; and
  - iv. Funders of the 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 Atlanta Police Department*

5. Board Start-Up Timeline

- a. Initial two-year term City and County Board member appointments will be made by December 1, 2021 (*i.e.*, two co-chairs and eight regular members)
- b. An initial meeting with all Board members will be held by December 17, 2021 to:
  - i. Set a date and agenda for a first full Board meeting, which must occur in January 2022
  - ii. Draft Board bylaws, which must include, at a minimum:
    - 1. Co-chair and regular Board member responsibilities
    - 2. Voting procedures and quorum requirements
    - 3. Board member attendance and censure policies
- c. January 2022 meeting agenda items may include, but are not limited to:
  - i. Ratifying Board bylaws (including incorporation of any amendments)
  - ii. Electing vision and operations committee chairs
  - iii. Initially determining whether additional committees will be needed (*e.g.*, committees responsible for trends and research tracking and/or community engagement)
  - iv. Setting a date and agenda for the quarter two meeting, which must be held in April 2022
- d. The Board will meet quarterly throughout 2021, with the possibility for emergency meetings as needed (likely regarding Center operations)

d. Each Center partner will have the following responsibilities (not an exhaustive list):

i. City of Atlanta

- 1. Co-funds the annual operations of the Center;
- 2. Funds and coordinates initial capital funding for the Center;
- 3. Issues and holds the contract with the 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 the annual operations of the Center; and
- 2. Co-chairs the Justice Policy Board and appoints County agency representatives to the Justice Policy Board.

iii. Operator/Vendor (Contracted by the City)

1. Leads the day-to-day operations of the 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 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 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.
- b. 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.
- c. The initial term of this IGA shall be effective January 1, 2022. It shall remain in effect through December 31, 2023, unless amended or terminated.

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. Termination for Convenience. This IGA may be terminated for convenience by any Party with thirty (60) days' written notice to the other Parties. The Parties agree that upon termination of the participation in this IGA by the City or the County, the City and/or the County shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of their services to another party(s) as may be selected by the City or the County by modification of this IGA.
- d. 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 initial Term of this IGA shall be effective on January 1, 2022 and end on December 31, 2023, 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: Jestin Johnson, Deputy Chief Operating Officer, Public Safety  
jesjohnson@atlantaga.gov, (404) 865-8405  
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. Written notice shall be delivered by the City or County to the other parties in the event the County or City do not intend to budget funds for the succeeding contract renewal year.

- 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

**FULTON COUNTY, GEORGIA**

Approved:

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Attest:

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Tonya Grier  
Clerk to the Commission (Seal)

Approved as to Content:

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Latrina Foster, Director  
Department of Behavioral Health and Disabilities

Approved as to Form:

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Kaye Woodard Burwell  
Interim County Attorney

**CITY OF ATLANTA**

Approved:

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Keisha Lance Bottoms, Mayor

Attest:

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[Foris Webb, III]  
Municipal Clerk (Seal)

Approved as to Content:

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Jon Keen, Chief Operating Officer

Approved as to Form:

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Amber Robinson, Senior Attorney