



Maurice G. Kenner
Circuit Public Defender

Office of the Public Defender
Atlanta Judicial Circuit

INTEROFFICE MEMORANDUM

TO: Brad Bowman, Office of the County Attorney
Alana Gillespie, Office of the County
Nikki Peterson, Chief Deputy Clerk to the Commission
Harriet Thomas, Office of the Chairman, Fulton County BOC
Tonya Grier, Fulton County Clerk to the Commission

FROM: Reiko Ward, Office of the Public Defender

DATE: May 20, 2024

RE: Fulton County Authorized Official Signature (MOU)

The Board of Commissioners at their May 1, 2024 meeting approved a Memorandum of Understanding (MOU) between Fulton County, on behalf of the Office of the Public Defender, and the United Way of Greater Atlanta (Agenda Item# 24-0314).

Please find attached the supporting documents requiring the Authorized Official Signature on the MOU. For further information, please contact Reiko Ward via email or phone.
(reiko.ward@fultoncountyga.gov | 404.613.2225).

Thank you for your assistance on this matter.

**FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING**

May 01, 2024
10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

Scheduled date for ratification: May 15, 2024

CALL TO ORDER: Chairman Robert L. Pitts **10:00 a.m.**

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)	PRESENT
Bridget Thorne, Commissioner (District 1)	PRESENT
Bob Ellis, Commissioner (District 2)	PRESENT
Dana Barrett, Commissioner (District 3)	PRESENT
Natalie Hall, Commissioner (District 4)	PRESENT
Marvin S. Arrington, Jr., Commissioner (District 5)	PRESENT
Khadijah Abdur-Rahman, Vice Chair (District 6)	PRESENT

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

Justice and Safety**24-0314 Public Defender**

Request approval of a MOU between Fulton County, on behalf of the Office of the Public Defender, and the United Way of Greater Atlanta in the amount of \$100,000.00 to support a select group of chronically homeless individuals released from the Fulton County Jail by providing transitional housing with case management. The MOU will be effective upon approval by the Board of Commissioners until December 31, 2024. **(APPROVED)**

A motion was made by Commissioner Ellis and seconded by Vice Chair Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, Arrington, and Abdur-Rahman

COMMISSIONERS' ACTION ITEMS**24-0315 Board of Commissioners**

Request approval of a Resolution consenting to and ratifying the use of Fulton County Ad Valorem Property Tax Increment for five projects located in Westside Tax Allocation District 1 - Atlanta/Westside. **(Barrett) (APPROVED)**

A motion was made by Commissioner Hall and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Barrett, Hall, Arrington, and Abdur-Rahman

Absent: Ellis

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**24-0316 Board of Commissioners**

Discussion: Cherry Bekaert Procurement Review **(Pitts) (DISCUSSED)**

24-0317 Board of Commissioners

Discussion: Outstanding water bill from City of Atlanta **(Pitts) (DISCUSSED)**

24-0318 Board of Commissioners

Discussion: Fulton County Housing Authority **(Abdur-Rahman) (DISCUSSED)**



Regional Commission on Homelessness

**Memorandum of Understanding between
United Way of Greater Atlanta
And
Fulton County and the Atlanta Circuit Public Defender's Office**

This Memorandum of Understanding ("MOU") develops an agreement between United Way of Greater Atlanta ("UWGA") and Fulton County, through the Atlanta Circuit Public Defender's Office ("Public Defender"), to support a select group of chronically homeless individuals released from Fulton County Jail by providing transitional housing with case management. The details of the agreement are listed below:

WHEREAS, the Public Defender's Alternative Sentencing Specialists provide assistance to clients suffering with substance abuse and physical or mental health concerns; and

WHEREAS, the Public Defender has encountered difficulties in placing some clients with mental health or substance abuse issues in transitional (or other) housing; and

WHEREAS, the UWGA provides, among other things, transitional housing placements and case management services for low-income individuals with mental health or substance abuse issues; and

WHEREAS, the Public Defender has successfully partnered with the UWGA since 2015 to provide transitional housing placement and case management services to dozens of Public Defender clients; and

WHEREAS, the Public Defender desires to continue and increase its partnership with the UWGA to provide valuable services to Public Defender clients; and

WHEREAS, the UWGA desires to continue its partnership with the Public Defender; and

WHEREAS, the costs of providing transitional housing placement and case management services to Public Defender clients are significantly lower than housing clients in jail.

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

ARTICLE 1: Services and Responsibilities of the Parties

1.1 Public Defender Responsibilities. The Public Defender will:

- Refer to the UWGA up to fifteen (15) clients at a time for the housing program.
- Refer clients that were chronically homeless prior to their entrance to jail.



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2.2 The Public Defender shall maintain records related to all work under this MOU and shall make such records available to review upon request by United Way of Greater Atlanta.

2.3 This MOU incorporates all prior negotiations, interpretations, and understanding between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this MOU must be by written amendment executed by all parties.

2.4 Any party may request modification to this MOU. If all parties agree to the proposed modifications, the UWGA shall prepare a document setting forth the changes. Upon execution of such document, the changes shall be in full force and effect.

ARTICLE 3: Termination

3.1. Notwithstanding any other provisions, the Public Defender may terminate this Agreement for its convenience on thirty (30) days' notice by a written notice to UWGA. If the Agreement is terminated for convenience by the Public Defender, as provided in this article, UWGA shall provide the Public Defender a partial refund of the Payment Amount for any services not completed.

IN WITNESS WHEREOF the parties hereto, acting by and through their duly authorized offices have caused their hands to be affixed on the ____ day of _____.

FULTON COUNTY, GEORGIA

ATTEST

DocuSigned by:

 Robert L. Pitts, Chairman
 Fulton County Board of Commissioner

DocuSigned by:

 Tonya R. Grier, Clerk
 Clerk to the Commission

APPROVED AS TO FORM:

DocuSigned by:

 County Attorney's Office

DocuSigned by:

 Maurice G. Kenner
 Circuit Public Defender

UNITED WAY OF GREATER ATLANTA

DocuSigned by:

 Protip Biswas
 Vice President

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- Refer clients who are able to operate in a semi-independent, shared living situation.
- Assist UWGA's partner agencies to work through the logistics involved in referring a client.
- Contact the Director with UWGA to refer appropriate clients.
- Refrain from referring any clients with the following attributes:
 - convicted sex offender
 - convicted of murder
 - convicted felony gun charge
- Provide UWGA with a total of \$100,000.00 (the "Payment Amount") (from FY2024 Budget appropriation) within thirty (30) days of signing the MOU.

1.2 UWGA Responsibilities. UWGA and/or its partner agencies will:

- Coordinate the placement of forty-five (45) to sixty-five (65) appropriate Public Defender clients (up to 15 at a time) referred by the Public Defender to UWGA's partner agencies' transitional housing with case management.
- Provide feedback with placements and schedule frequent meetings with the Public Defender and partner agencies to evaluate program effectiveness.
- Select the partner agencies which will provide housing and case management for the project and coordinate referral placements.
- Assure clients appear in court when scheduled.
- Contact the Public Defender's Office Social Work Coordinator within one (1) business day of an individual being non-compliant with the house rules or other program requirements.
- Keep the Public Defender's Office Social Work Coordinator updated and informed on the client's progress for the period in which the client is in their transitional housing program.
- Notify the Public Defender's Office Social Work Coordinator immediately if an individual voluntarily leaves the residential facility ("drop out") against staff recommendations or is re-incarcerated.
- Notify the Public Defender's Office Social Work Coordinator at least 72 hours (3 days) **before** the partnering transitional housing provider discharges the individual from the home if an individual is consistently non-compliant, i.e. refusing to attend scheduled day service program, using drugs or alcohol on the premises, smoking in restricted areas, not taking their prescribed medications, etc.
- Will **immediately** notify the Public Defender's Office Social Work Coordinator once the UWGA is aware that a client has been verbally or physically abusive, which is grounds for their discharge from the program and potentially re-incarceration.

ARTICLE 2: General Terms

2.1 This MOU shall be effective upon execution and shall expire on December 31, 2024 unless amended in writing by both parties.