

MEMORANDUM OF UNDERSTANDING

OVW FY2018 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program

THIS AGREEMENT made and entered into this 27 day of February, 2018, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as “County”, and Community Action Stops Abuse (CASA), Religious Community Services Pinellas, the Pinellas County Sheriff, and the Sixth Judicial Circuit of the Florida State Courts System.

WHEREAS, County a political subdivision of the State of Florida, Community Action Stops Abuse (CASA), Religious Community Services Pinellas, the Pinellas County Sheriff, and the Sixth Judicial Circuit of the Florida State Courts System have come together to collaborate and apply for the U.S. Department of Justice Office on Violence Against Women (OVW) FY18 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program grant; and

WHEREAS, the participants listed below have agreed to enter into a collaborative agreement in which County is the lead agency and named applicant and the other agencies are participants in the application and collaboration; and

WHEREAS, the participants herein desire to enter into a Memorandum of Understanding setting forth the services to be provided;

NOW, THEREFORE, it is hereby agreed by and between the participants as follows:

1) Development and History of the Collaboration

In 2011, County, the Sixth Judicial Circuit, Domestic Violence Service Providers, Clerk of Circuit Court, Pinellas County Sheriff, community law programs, the Domestic Violence Task Force, treatment providers, interested citizens, and other domestic violence prevention advocates - collectively called the Pinellas County Collaboration to Prevent Domestic Violence - worked together, with funding from the OVW Courts Training and Improvements Program to establish a dedicated Civil Domestic Violence Court. The partners entered the project with the hope to institutionalize new procedures that better promote victim safety, ensure accountability for domestic violence perpetrators, and enhance informed, educated judicial decision making. The group launched the new civil Court in January 2013. The collaboration has continued to work since then to continue to improve and enhance the new Civil Domestic Violence Court model. Partners now wish to work collaboratively to improve and enhance its Criminal Domestic Violence Court. All partners to this MOU entered the Pinellas County Domestic Violence Collaboration in 2011.

2) Roles and Responsibilities

Pinellas County

- a) The County is the grantee and recipient for this project, and thus acts as fiscal agent for the grant project and ensures compliance with the reporting requirements of the Office on Violence Against Women.

The County designated a Project Director from the Administrative Office of the Courts, Chief Deputy Court Administrator Michelle Ardabily to lead project development and implementation activities according to the provisions of the grant agreement and Pinellas County partner agreements. Ms. Ardabily will attend required trainings, and assist in monitoring fulfillment of all grant requirements. Ms. Ardabily will work closely with the Pinellas County Office of Justice Coordination, largely through assigned Pinellas Grant Manager.

The Office of Justice Coordination will submit all required programmatic and fiscal reports to OVW.

- b) Pinellas County will enter into an agreement with the following parties under this project. The County will be the recipient of the grant and the following parties will be sub-recipients of the sub-award.
- c) In the event sufficient grant or budgeted funds are not available for a new fiscal period, the County will notify the Parties of such occurrence and this agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

Community Action Stops Abuse (CASA)

CASA will:

- Hire, train, and equip staff and volunteers to provide comprehensive coverage of Misdemeanor Domestic Violence Courtroom 19 at the County Justice Center
- Provide individual and groups sessions with survivors
- Provide survivors with library and palm cards outlining domestic violence and related legal concerns
- Help domestic violence survivors to understand the legal process and refer them to needed services, including emergency shelter, crisis assistance, legal assistance, long-term counseling, transitional housing, economic assistance, substance abuse programs, services for children, court assistance with accommodations for disabilities or with interpreters for non-English speaking persons, and other community outreach programs.
- Coordinate critical safety planning with survivors.
- Provide support to survivors in court proceedings.
- Attend Criminal Domestic Violence Court Advisory Workgroup meetings and provide input on grant project implementation and the achievement of grant goals.

- Enter into an agreement with the Pinellas County Government for the provision of project services under the grant.
- Participate in Office on Violence Against Women approved visits and technical assistance meetings and events.
- Provide all required and necessary information for Office on Violence Against Women required grant reporting.

Religious Community Services (RCS) Pinellas

RCS Pinellas will:

- Hire, train, and equip staff and volunteers to provide comprehensive coverage of Misdemeanor Domestic Violence Courtroom 19 at the County Justice Center
- Provide individual and groups sessions with survivors
- Provide survivors with library and palm cards outlining domestic violence and related legal concerns
- Help domestic violence survivors to understand the legal process and refer them to needed services, including emergency shelter, crisis assistance, legal assistance, long-term counseling, transitional housing, economic assistance, substance abuse programs, services for children, court assistance with accommodations for disabilities or with interpreters for non-English speaking persons, and other community outreach programs.
- Coordinate critical safety planning with survivors.
- Provide support to survivors in court proceedings.
- Attend Criminal Domestic Violence Court Advisory Workgroup meetings and provide input on grant project implementation and the achievement of grant goals.
- Enter into an agreement with the Pinellas County Government for the provision of project services under the grant.
- Participate in Office on Violence Against Women approved visits and technical assistance meetings and events.
- Provide all required and necessary information for Office on Violence Against Women required grant reporting.

Sixth Judicial Circuit - Pinellas

Sixth Judicial Circuit will:

- Continue to provide a dedicated misdemeanor domestic violence court to address domestic battery, domestic violence, dating violence, simple domestic assault, stalking, as well as violation of injunction for protection against domestic violence, sexual violence, dating violence and stalking cases.
- Provide its Chief Deputy Court Administrator Michelle Ardabili to manage the Improving Criminal Justice Responses to Domestic Violence project, facilitate communication between partners, hold periodic grant meetings, coordinate data collection, staff Criminal Domestic Violence Court Advisory Workgroup meetings, attend required OVW meetings and trainings, and report required data to Pinellas County Government.
- Provide Judicial leadership for community domestic violence advisory workgroup meetings to explore and plan for grant project implementation and the achievement of grant

goals. This workgroup will be chaired by Misdemeanor Domestic Violence Judge Holly Grissinger.

- Ensure that judicial policies do not compromise victim safety and recovery and undermine offender accountability.
- Continually assess criminal domestic violence court policy for effectiveness in implementation using best practice and Florida law to guide policy decisions.
- Participate in ongoing training regarding domestic violence, risk assessment, lethality markers, compliance monitoring, batterers intervention and similar programs, and addressing the needs of specialty populations, including the LGBTQ community and trafficking victims.
- Participate in Office on Violence Against Women approved visits and technical assistance meetings and events.
- Provide all required and necessary information for Office on Violence Against Women grant reporting.

Pinellas County Sheriff:

The Sheriff's Office will:

- Contract with a certified Batterers Intervention Provider to run four additional grant-funded BIP classes per week for 48 weeks per year in the Pinellas County Jail, two for men and two for women.
- Achieve necessary training and staffing to directly provide these BIP classes to defendants from the jail in order to attain program sustainability after the grant funding ends.
- Increase misdemeanor probation drug testing to achieve a frequency of twice monthly.
- Attend Criminal Domestic Violence Court Advisory Workgroup meetings and provide input on grant project implementation and the achievement of grant goals.
- Participate in Office on Violence Against Women approved visits and technical assistance meetings and events.
- Provide all required and necessary information for Office on Violence Against Women required grant reporting.

3) 2018 Improving Criminal Justice Responses Program

The grant partners worked together to determine the roles each partner would play and coordinated all information for the application through Project Director Michelle Ardabilly, who took primary responsibility for compiling the information, coordinating roles, and writing the application narrative. Pinellas County Government's Office of Justice Coordination submitted the application and all related documents. All parties agreed to their respective budget allocations.

4) Timeline

The roles and responsibilities described above are contingent on Pinellas County Government receiving a grant award for this project by the Department of Justice, Office on Violence Against Women.

This MOU is effective on the date that the last of the five parties becomes a signatory. The Parties may extend the MOU upon written mutual agreement. This MOU automatically terminates on September 30, 2021 or upon completion of the OVW project, whichever is later. A Party may withdraw from the MOU after providing written notice to each of the remaining signatories. To the extent possible, the remaining signatories will strive to meet the goals and objectives of the MOU. Upon termination, the withdrawing Party shall return all funds received that are determined by the County to have not been expended for a purpose provided for within the Roles and Responsibilities, Section 2 of this Agreement.

5) Miscellaneous

- a) The Parties will enter into subsequent agreements as necessary in order to comply with Federal Agency grant requirements including those provided for in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.
- b) There shall be no modification of this Agreement or of any covenant, condition or limitation herein contained unless mutually agreed upon by the Parties and incorporated as a written amendment to this Agreement.
- c) It is hereby mutually agreed that the Parties are independent contractors and not employees or agents of each other.
- d) Each Party shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereafter.
- e) The laws of the State of Florida shall govern this Agreement.

6) Liability

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or any public body. Nothing herein shall be construed as consent by the County or any public body to be sued by third parties in any manner arising out of this Agreement.

7) Severability

If any provision or any portion thereof contain in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2018.

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

**PINELLAS COUNTY, Florida acting
by and through its County Administrator**

By: _____
Assistant County Attorney

By: _____
Mark S. Woodard, County Administrator
Date: _____

ATTEST:

By: _____

**Community Action Stops Abuse, Inc.
(CASA)**

By: _____
Title: CEO
Date: _____

ATTEST:

By: _____


**Religious Community Services Pinellas,
Inc.**

By: _____
Title: President and CEO
Date: _____

ATTEST:

By: _____

**Sixth Judicial Circuit
Florida State Courts System**

By:  _____
Title: Chief Judge
Date: 2.12.18

ATTEST:

By: _____

Pinellas County Sheriff

By: _____
Title: Sheriff
Date: _____

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2018.

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OFFICE OF COUNTY ATTORNEY**

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by and through its County Administrator**

By: _____
Assistant County Attorney

By: _____
Mark S. Woodard, County Administrator
Date: _____

ATTEST:
By: _____

**Community Action Stops Abuse, Inc.
(CASA)**
By: _____
Title: CEO
Date: _____


ATTEST:
By: _____

**Religious Community Services Pinellas,
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By: _____
Title: President and CEO
Date: _____

ATTEST:
By: _____

**Sixth Judicial Circuit
Florida State Courts System**
By: _____
Title: Chief Judge
Date: _____

ATTEST:
By: _____


Pinellas County Sheriff
By: _____
Title: Sheriff
Date: 2/19/18

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2018.

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

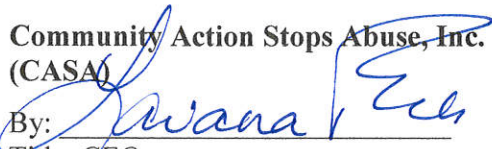
**PINELLAS COUNTY, Florida acting
by and through its County Administrator**

By: _____
Assistant County Attorney

By: _____
Mark S. Woodard, County Administrator
Date: _____

ATTEST:

By: _____

**Community Action Stops Abuse, Inc.
(CASA)**
By: 
Title: CEO
Date: 2/2/18

ATTEST:

By: _____

**Religious Community Services Pinellas,
Inc.**
By: _____
Title: President and CEO
Date: _____

ATTEST:

By: _____

**Sixth Judicial Circuit
Florida State Courts System**
By: _____
Title: Chief Judge
Date: _____

ATTEST:

By: _____

Pinellas County Sheriff
By: _____
Title: Sheriff
Date: _____

*Improving Criminal Justice Responses to Domestic Violence – Pinellas County
Memorandum of Understanding*

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**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: _____
Assistant County Attorney

ATTEST:

By: _____

ATTEST:

By: Mell B _____

ATTEST:

By: _____

ATTEST:

By: _____

**PINELLAS COUNTY, Florida acting
by and through its County Administrator**

By: _____
Mark S. Woodard, County Administrator
Date: _____

**Community Action Stops Abuse, Inc.
(CASA)**

By: _____
Title: CEO
Date: _____

**Religious Community Services Pinellas,
Inc.**

By: _____
Title: President and CEO
Date: 2/12/18

**Sixth Judicial Circuit
Florida State Courts System**


By: _____
Title: Chief Judge
Date: _____

Pinellas County Sheriff

By: _____
Title: Sheriff
Date: _____


IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2018.

APPROVED AS TO FORM

By: 

Office of the County Attorney
Assistant County Attorney

**PINELLAS COUNTY, Florida acting
by and through its County Administrator**

By: 

Mark S. Woodard, County Administrator
Date: February 27, 2018

ATTEST:

By: _____

**Community Action Stops Abuse, Inc.
(CASA)**

By: _____
Title: CEO
Date: _____

ATTEST:

By: _____

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