

FAMILY JUSTICE CENTER

MEMORANDUM OF UNDERSTANDING

WHEREAS, Community Action Stops Abuse, Inc. (“CASA”), as grant administrator, and the City of St. Petersburg, Florida (“City”), individually, and on behalf of the St. Petersburg Police Department (“SPPD”), and Pinellas County (“County”) (collectively, the “Participating Entities”) desire to enter into a memorandum of understanding for the purpose of CASA applying for federal funding to plan for, research and engage additional partners, and for the Participating Entities to collaborate for the creation and implementation of a family justice center (“Family Justice Center”); and

WHEREAS, the Participating Entities have agreed to enter into this collaborative memorandum of understanding for CASA to be the lead applicant and grant manager for the United States Department of Justice Office on Violence Against Women, Fiscal Year 2022, Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (O-OVW-2022-171037) grant (the “Grant”) and the Participating Entities to provide certain contributions as set forth herein.

I. DESCRIPTION OF PARTICIPATING ENTITIES

1. **Community Action Stops Abuse, Inc. (CASA)** – a non-profit community-based organization offering emergency, restorative, and preventative supports for survivors of domestic violence and their children. The continuum of services include a 100 bed emergency shelter that is constantly filled beyond capacity, outreach support groups, 24 hour crisis hotline, rapid rehousing, transitional and permanent housing, substance abuse and mental health advocacy, child protection advocacy, justice advocacy, legal aid for injunction for protection, and education for youth and professionals.
2. **The City of St. Petersburg** a municipal corporation which is committed to putting people and their well-being first, and promotes equality and justice through community engagement, impactful service, and innovation.
3. **The St. Petersburg Police Department - SPPD**, an entity of the City of St. Petersburg, with the mission to deliver professional police services, to protect and ensure the safety of the community, to enforce laws and preserve the peace, and to protect the rights of all citizens by policing with the tenets of loyalty, integrity, and honor.
4. **Pinellas County Board of County Commissioners** governs the power to adopt ordinances (local laws), approve the County budget and set millages, and establish the requirements for the departments under its control. The Commission approves support funding for court services, insofar as County funds are concerned, and approves the budgets of the Clerk of the Circuit Court, the Sheriff, and the Supervisor of Elections.

II. HISTORY OF RELATIONSHIP

CASA has offered supports for survivors of domestic violence and their children, and has

headquartered in St. Petersburg since 1977. CASA has been known to the City, the County, and to SPPD since then. The City and County have awarded CASA funding in the past for its emergency shelter and other program services through application processes, and contracts for such funding have renewed in the past for CASA's timely reporting of performance objectives and responsible contract handling. The SPPD has partnered with CASA by providing safe transportation for victims who could not otherwise access the emergency shelter, referral to CASA services upon investigation of reported domestic violence incidents, and reciprocal training for officers and victim advocates. Currently, CASA employs a victim advocate who is housed at the SPPD and provides support, resources, and referrals to children who witnessed domestic violence or are in danger due to domestic violence occurring in their home, and enhances the safety of the child(ren). Additional victim advocates are co-located at both civil and criminal courthouses in Pinellas County.

Each Participating Entity understands that this agreement is entered into as a condition of the application developed by CASA for the Grant and that the total request is for \$1,000,000 over the course of 48 months. CASA intends to use the funding for Family Justice Center personnel, occupancy expenses, outreach, and administrative expense. Participating Entities will receive no compensation from the Grant.

It is anticipated that CASA's planning efforts will identify additional partners for the Family Justice Center within the first 12 months after the federal award is made. These additional partners may include legal services, childcare/ advocacy services, mental health and substance abuse services, and/ or other community resources as crucial to the well-being of survivors of domestic violence and their children. During July 2022, this program will seek to coordinate with local partners and programs to align and expand resource access, including collocated service availability as appropriate. CASA and the Family Justice Center will provide office space and occupancy expense utilizing Grant funds, if awarded.

III. INTENT

The Family Justice Center will offer services to domestic violence and sexual assault victims including, but not limited to coordinated response from police, civil, and criminal courts, counseling, and case management. The Family Justice Center will provide links to Juvenile, Civil, and Criminal courts as well as access to advocates and other professionals, including child advocacy services, child protective services workers, probation, and parole officers.

Working in a synergistic fashion, the partners at the Family Justice Center will seek to reduce child abuse and domestic violence incidents, recidivism and homicides in Pinellas County. The pursuit of justice will be better served, and the cycle of violence more easily broken by the increased proficiency of police investigations and criminal prosecutions resulting from this initiative.

IV. PURPOSE

This memorandum of understanding (MOU) sets forth the basic terms under which all

Participating Entities will voluntarily provide contributions to and participate in the planning for the Family Justice Center services.

V. ROLES AND RESPONSIBILITIES

A. CASA OBLIGATIONS

- i. Be the lead agency for the receipt of the federal funds to be contracted to CASA;
- ii. Be the facilitator to secure signatures to this agreement of all entities that agree to be collaborators on this safety initiative;
- iii. Provide administrative and technical support in collecting and documenting Grant and billing reports, and prepare the Grant progress and fiscal reports;
- iv. Provide occupancy and occupancy expense (rent, electricity, water, sewer, wifi) for the Family Justice Center at no cost to the other Participating Entities;
- v. Provide telephones and pay the bills associated with landline telephone service at the Family Justice Center at no cost to the other Participating Entities (with the exception of any telephone systems installed by the City specifically for City employees);
- vi. Provide administrative staff to operate the facility, including a Director, and adequate support staff to assist with intake and coordination functions.

B. PINELLAS COUNTY OBLIGATIONS

- i. County shall support CASA in its application for the Grant to be used to create the Family Justice Center.
- ii. County shall provide any requested public records related to this MOU that are not confidential or exempt to CASA for use with federal officials and audits.
- iii. County shall participate in Steering Committee meetings and program planning meetings and activities with other Participating Entities.
- iv. County shall assign a primary point of contact for communication and participation in planning activities.
- v. County will seek to provide information and recommendations about community services as determined appropriate.
- vi. County will seek to coordinate the distribution of information on the Family Justice Center to local partners and programs as appropriate to further local planning efforts.

C. CITY AND SPPD OBLIGATIONS

Subject to CASA receiving Grant funding from the U.S. Department of Justice for the Grant and executing a grant agreement with the U.S. Department of Justice ("Grant Agreement"), the City hereby agrees as follows:

- i. City and SPPD shall support CASA in its application for the Grant to be used to create the Family Justice Center.
- ii. City and SPPD shall provide any requested public records related to this MOU that are not confidential or exempt to CASA for use with federal officials and audits.
- iii. The City and CASA may prepare an addendum to this MOU or enter into a separate agreement that sets forth additional obligations of CASA, the City, and SPPD that are mutually agreeable to CASA, the City, and SPPD.
- iv. The City shall not be obligated to reimburse or provide funding to any party pursuant to this MOU.

The above constitutes the initial understanding of the Participating Entities for Family Justice Center planning. This MOU may be amended from time to time or additional agreements may be established as determined necessary and appropriate by the Participating Entities for the Family Justice Center program. Any modification or amendment shall be made by a document in writing executed by the parties. Nothing herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that nothing contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractors and principals of their own accounts. This MOU shall be interpreted and construed in accordance with the laws of the State of Florida. The above stated conditions are understood and agreed upon by the undersigned.

VI. TERM AND TERMINATION

This MOU shall commence upon signature of all Participating Entities and shall remain in effect until terminated in accordance with this paragraph.

This MOU may be terminated at any time by any Participating Entity for convenience upon fourteen (14) days written notice to the other Participating Entities.

This MOU shall automatically terminate if the Grant Agreement terminates or in the event CASA is not awarded the Grant.

VII. NOTICES

Unless and to the extent otherwise provided in this MOU, all notices, demands, instructions, requests for approvals and other communications which are required to be given shall be in writing and shall be deemed given, delivered and received on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative at the address provided below.

CITY

Allyson Smith, Esq.
Assistant Police Legal Counsel
1301 First Avenue North, St. Petersburg, FL 33705
727-892-5131

CASA

Lariana Forsythe
Chief Executive Officer
P.O. Box 414
St. Petersburg, FL 33731
lforsythe@casapinellas.org
727-895-4912

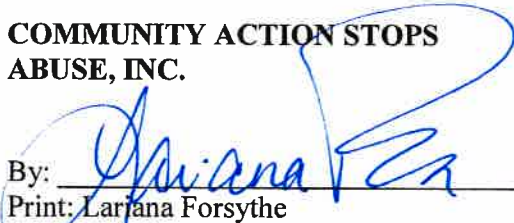
COUNTY

Abigail Stanton, Director of Contracts
Pinellas County Human Services
440 Court St., 2nd Floor
Clearwater, FL 33756
(727)464-8437

B. Any party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in this paragraph.


IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the day and date signed.


**COMMUNITY ACTION STOPS
ABUSE, INC.**

By: 
Print: Larjana Forsythe
Title: Chief Executive Officer

4/19/12
Date

WITNESSES

By: 
Print: Sarah Libe

By: 
Print: Jill D. Flansburg

PINELLAS COUNTY, FLORIDA

By:  April 18th, 2022
Print: Barry A. Burton Date
Title: County Administrator

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney

