

# NEW ORLEANS FAMILY JUSTICE CENTER

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the State of Louisiana through the Louisiana Commission on Law Enforcement, as an Administrator of Criminal Justice, Catholic Charities Archdiocese of New Orleans, the City of New Orleans, including the New Orleans Police Department, the Orleans Parish District Attorney, Southeast Louisiana Legal Services desire to collaborate for the creation and implementation of The New Orleans Family Justice Center, and

WHEREAS, the participating entities listed below have agreed to enter into a collaborative agreement in which The Louisiana Commission on Law Enforcement will be the lead agency and Catholic Charities as the grant manager along with all the following participating entities; and

WHEREAS, the participating entities herein desire to enter into a Memorandum of Understanding setting for the services to be provided by the collaborative entity.

### **I. DESCRIPTION OF PARTICIPATING ENTITIES**

1. **Louisiana Commission on Law Enforcement** – State agency that serves as the state Administrator of Criminal Justice and is the granting agency for funding through Victims of Crime Act (VOCA), Violence Against Women Act (VAWA) and Crime Victims Act (CVA).
2. **Catholic Charities Archdiocese of New Orleans** –Non- profit community based organization providing a large range of social services, including five (5) programs (Crescent House, Harmony House, Sexual Assault Services, Project SAVE, and the New Orleans Family Justice Center) that serve victims of domestic violence, sexual assault and stalking.
3. **The City of New Orleans** which coordinates city-wide efforts to reduce domestic violence including the leadership of the coordinated community response called the Mayor's Domestic Violence Advisory Committee (DVAC) which has been in operation since 1994.
4. **The New Orleans Police Department** – NOPD, an entity of the City of New Orleans, operates under a pro-arrest policy for domestic violence cases with a focus on the determination of the predominant aggressor and the elimination of dual arrests. The NOPD Domestic Violence Unit operates within the New Orleans Family Justice Center.
5. **Orleans Parish District Attorney** – has implemented the Criminal Justice Enhanced Response to Domestic Violence Project (DVP) which has resulted in substantially more cases seen in Criminal District Court. A specialized prosecution unit has been developed that includes prosecutors, investigators and victim/witness advocates.
6. **Southeast Louisiana Legal Services** – Is a private non-profit legal corporation on site at the New Orleans Family Justice Center to provide civil legal services.

## **II. HISTORY OF RELATIONSHIP**

The New Orleans Family Justice Center (“NOFJC”) is a public safety initiative launched by Catholic Charities Archdiocese of New Orleans (“CC”), Louisiana Commission on Law Enforcement (LCLE) and Administrator of Criminal Justice, and the City of New Orleans (“City”). The NOFJC is designed to bring together under one center a diverse team of professionals in a collaborative effort to provide domestic violence victims and children greater support and accessibility to services and resources. This collaborative effort will make the entire process of reporting domestic violence less intimidating and more efficient for everyone involved. The on-site collaborative Participating Entities, include, but are not limited to the following: New Orleans Police Department (“NOPD”), New Orleans City Attorney’s Office (“CA”), Orleans Parish District Attorney’s Office (“DA”), Southeast Louisiana Legal Services (SLLS), Catholic Charities Archdiocese of New Orleans (“CC”) and the Louisiana Commission on Law Enforcement (LCLE).

## **III. INTENT**

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

Working in a synergistic fashion, the collaboration of professionals at the NOFJC seeks to reduce child abuse and domestic violence incidents, recidivism and homicides in New Orleans. 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 service to and participate in the NOFJC, consistent with the goals and objectives stated in the NOFJC Operations Manual, attached hereto as Exhibit 1 (“Operations Manual”).

## **V. ROLES AND RESPONSIBILITIES**

### **A. LCLE OBLIGATIONS**

- 1) Be the lead agency for the receipt of the federal funds to be contracted to Catholic Charities.



- 2) Provide administrative and technical support in collecting and documenting grant and billing reports.

## B. CITY OF NEW ORLEANS OBLIGATIONS

The City of New Orleans agrees to:

- 1) Lease designated office space for the NOFJC at 830 Julia Street, New Orleans, Louisiana to participating entities as an in-kind contribution to the project;
- 1) Provide regular upkeep and routine maintenance with respect to the leased designated office space for the NOFJC;
- 2) Assure compliance with Operations Manual of the NOFJC ;
- 3) Comply with all terms, conditions and requirements of the grantor agency; and
- 4) Allow state and federal officials to conduct audits, upon reasonable notification of the request and during normal working hours, routine inspections of training and grant records relating to this agreement.

## C. CATHOLIC CHARITIES ARCHDIOCESE OF NEW ORLEANS OBLIGATIONS.

Catholic Charities agrees to:

- 1) Be the facilitator to secure signatures to this agreement of all entities that agree to be collaborators on this safety initiative;
- 2) Provide janitorial services and the bills associate with the janitorial services for the NOFJC at no cost to the City;
- 3) Provide telephones and pay the bills associated with telephone service at the NOFJC at no cost to the City (with the exception of those telephone systems installed by the city specifically for city employees, i.e., NOPD.
- 4) Pay all costs associated with the installation of computer services for the NOFJC at no cost to the City (i.e., computers, fax machines, connection services, copiers, typewriters and any other technology needed by CC with respect to the operation of the FJC) unless installed specifically by the city for city employees;
- 5) Reimburse the City for a percentage of the property and flood insurance costs associated with the FJC as specified in the annual lease agreement for non-governmental entities;
- 6) Provide services offered through its programs that serve domestic violence, sexual assault and stalking victims and agree to points identified under Section C, Participating Entity:
- 7) Prepare FJC grant progress and fiscal reports.
- 8) Provide administrative staff to operate the facility, including a Coordinator, Receptionist, and adequate support staff to assist with intake and coordination functions.

D. Every participating entity agrees to:

- 1) Abide by the rules and regulations as set forth in the Operations Manual of the NOFJC ;
- 2) Provide monthly reports on services rendered by each position outlined in the Agreement by the 10<sup>th</sup> (ten) day of each month;
- 3) Comply with all terms, conditions and requirements of the grantor agency.
- 4) Allow state and federal officials to conduct audits, upon reasonable notification of the request and during normal working hours, routine inspections of training and grant records relating to this agreement.
- 5) Provide a completed background information sheet for all personnel who may be assigned to work at the NOFJC. The completed information sheet(s) must be provided prior to the assigned person participating at the NOFJC to allow the New Orleans Police Department to conduct a limited criminal history check;
- 6) Participate in Steering Committee meetings and daily morning meetings as set forth in the Operations Manual and as designated by the Site Committee.
- 7) Notify the NOFJC Coordinator in writing and obtain authorization before introducing any hazardous substances, other than nominal amounts as are normal and customary for general office use, to the premises;
- 8) Make arrangements for and pay all parking and office supply expenses at the NOFJC for its employees, volunteers, contractors, and invitees (but not including victims receiving services at the NOFJC).
- 9) Each Participating Entity agrees to defend, indemnify and hold harmless each and every other Participating Entity, their officials, judges, members, officers, directors, employees, agents, insurers and/or self-insurance administrators from and against all claims, liability, damages, expenses and/or costs of any kind arising from the negligence, misconduct, and/or intentional acts of the Indemnifying Participating Entity and/or its personnel, employees, invitees, volunteers and/or contractors.
- 10) Provide any necessary reasonable modifications and/or effective communication to recipients of their services. The Participating Entity shall be responsible for compliance with the Americans with Disabilities Act and Louisiana accessibility laws in the operation of its services.

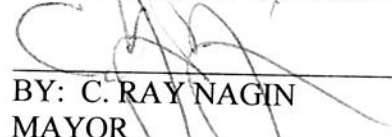
The above stated conditions are understood and agreed upon by the undersigned.

Signature Page:


**LOUISIANA COMMISSION ON  
LAW ENFORCEMENT**

  
BY: JOEY WATSON  
EXECUTIVE DIRECTOR


**CITY OF NEW ORLEANS**

  
BY: C. RAY NAGIN  
MAYOR

**NEW ORLEANS POLICE DEPT.**

 4-9-10  
BY: SUPERINTENDENT WARREN  
RILEY


**ORLEANS PARISH  
DISTRICT ATTORNEY**

  
BY: LEON A. CANNIZZARO, JR.  
DISTRICT ATTORNEY

**SOUTHEAST LA. LEGAL SERVICES**

  
BRIAN D. LENARD  
EXECUTIVE DIRECTOR

**CATHOLIC CHARITIES  
ARCHDIOCESE OF NEW ORLEANS**

  
BY: JAMES R. KELLY  
CO-CHIEF EXECUTIVE OFFICER