

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH CASA OF LEXINGTON, INC., FAYETTE COUNTY FAMILY COURTS AND THE FAYETTE COUNTY ATTORNEY'S OFFICE. FOR THE PROVISION OF STATUTORILY REQUIRED SERVICES FOR CHILDREN WHO ENTER THE FAYETTE COURT SYSTEM AS A RESULT OF DEPENDENCY, NEGLECT AND/OR ABUSE.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memo and of Understanding, which is attached hereto and incorporated herein by reference, with CASA of Lexington. Inc., Fayette County Family Courts, and the Fayette County Attorney's Office, for the provision of statutorily required services for children who enter the Fayette Court System, as a result of dependency, neglect, and/or abuse.

Section 2 – That this Resolution shall become effective on the date of its passage.
PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as "MOU"), made and entered into on the ____ day of _____, 2022, by and between CASA OF LEXINGTON, INC., a Kentucky non-profit corporation whose principal address is 3245 Loch Ness Drive, Lexington, Kentucky 40517. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to as "LFUCG"), an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507, through its DEPARTMENT OF SOCIAL SERVICES (hereinafter referred to as "Sponsor"), the FAYETTE COUNTY FAMILY COURTS (hereinafter referred to as "the Courts"), whose principal address is 120 N Limestone, Lexington, Kentucky 40507, and the FAYETTE COUNTY ATTORNEY OFFICE (hereinafter referred to as "FCAO"), whose principal address is 201 East Main Street, 6th Floor, Lexington, Kentucky 40507, (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Court-appointed special advocate (CASA) program was created to provide an independent, efficient, and thorough representation for children who enter the court system as a result of dependency, abuse or neglect;

WHEREAS, CASA of Lexington, INC. program was created pursuant to KRS 620.505 and through LFUCG Code of Ordinances Section 2-381, a local CASA Board was created to assist with duties and responsibilities required by the effectively operate a local CASA program;

WHEREAS, LFUCG, the Courts, and FCAO are vital and essential stakeholders; partnerships with each are necessary in order for CASA of Lexington, Inc. to provide statutorily required services for our children in Fayette County Courts;

WHEREAS, achieving the goal of this program requires the development of good working relationships among CASA of Lexington, Inc., LFUCG, the Sponsor, the Courts, and the FCAO.

NOW, THEREFORE, the parties do hereby agree to the following roles, responsibilities, and obligations:

SECTION I. TERM

This MOU shall go into effect on the date first written above and shall remain in effect for a term of twelve (12) months, to renew automatically at the end of each twelve-month period. Either party may, at any time upon thirty (30) days notice to the other party, terminate or negotiate amendments in good faith. Any amendment to the Memorandum shall be in writing signed by both parties.

SECTION II. MISSION

The parties acknowledge the mission of CASA of Lexington, Inc. is to provide trained volunteer advocates to speak for children who through court action are deemed abused and/or neglected. Achieving the mission of this program requires the development of good working relationships among the parties.

SECTION III. OBLIGATIONS OF THE PARTIES

A. CASA OF LEXINGTON, INC.

CASA of Lexington, Inc. will:

1. Be under the supervision and oversight of the CASA Board as created by LFUCG Code of Ordinances Section 2-381;
2. Maintain a staff that includes a Director and Program Managers;
3. Coordinate and facilitate the distribution and preparation of reports, records, and necessary documentation between CASA volunteers and other interested parties;
4. Maintain open, constructive and effective communication between parties regarding CASA volunteers' performance;
5. Be responsible for CASA volunteers' performance and training;
6. Screen, train, and supervise all CASA volunteers who are appointed to cases;
7. Facilitate the effective interactions with CASA volunteer and all other pertinent parties to a case, i.e. the Court, the Social Worker, the Guardian Ad Litem, the County Attorney, and Attorneys for parents/guardians/caretakers;
8. Oversee the assignment of CASA volunteers to each case the Court has identified appropriate for a CASA volunteer.

a. CASA VOLUNTEERS will

- i. Make themselves available for screenings, training and subsequent swearing-in;
- ii. Will accept assignment of cases, CASA Management, as they are assigned by the Court to CASA of Lexington, Inc.;
- iii. Report to and be supervised by the CASA Director and/or Program Managers;
- iv. Be appointed as an Officer of the Court and follow all duties and responsibilities that comes with such appointment, i.e. confidentiality;
- v. Receive full access to any and all information and material relevant to the assigned case;
- vi. Maintain a case record in performance of all CASA duties;
- vii. Be present for all required Court proceedings, Cabinet for Health and Family Services' family team meetings, conference meetings, and other necessary meetings;
- viii. Independently gather and assess information, develop recommendations, and submit written and verbal reports to be considered by the Court in its decision to protect the best interest of the child;
- ix. Prepare written reports in a format prescribed by the Court in accordance with Court policy prior to any hearing. Reports are to be sent to presiding Judge, the Social Worker, the Guardian Ad Litem, the County Attorney, and the Attorney(s) for the parent/guardians/caretakers;
- x. Be prepared for submission of verbal report or sworn testimony during Court proceedings upon request;

- xi. Report any information regarding the continuing well-being/safety of the child;
- xii. Monitor placement of and services provided for child until permanency is achieved;
- xiii. Monitor parental compliance of court orders;
- xiv. Actively perform services on assigned cases until CASA management in consultation with the Court determines the assignment should be ended and/or permanency achieved.

B. LFUCG AND SPONSOR

LFUCG through its Sponsor, Department of Social Services will:

1. Appoint and confirm Board of Directors submitted by nomination of existing Board;
2. Provide office space and office support for CASA;
3. Provide compensation for CASA Director;
4. Evaluate the CASA Director, cooperatively with the CASA Board of Directors.

C. FAYETTE COUNTY FAMILY COURTS

The Courts will:

1. Remain accessible to the CASA Director, Staff, and Volunteers;
2. Maintain open, constructive, and effective communication regarding the performance of CASA Volunteers;
3. Identify cases for which the assignment of a CASA volunteer is requested, at the earliest possible stage or at such other time as deemed appropriate;
4. Assign cases to CASA at the discretion of the presiding Judge;
5. Conduct Swearing-In ceremonies for each appointed CASA volunteer;
6. Issue orders confirming the assignment of CASA volunteer to assigned cases.

D. FAYETTE COUNT ATTORNEYS OFFICE

FCAO will:

1. Maintain open, constructive, and effective communication regarding the performance of CASA volunteers;
2. Recommend to the Courts when a CASA volunteer should be appointed to a case;
3. Remain accessible to the CASA Director, Staff, and Volunteers.

[INTENTIONALLY LEFT BLANK—SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding at Lexington, Kentucky the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

CASA OF LEXINGTON, INC.

BY: _____
BOARD PRESIDENT

BY: _____
DIRECTOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

This Memorandum of Understanding has been reviewed and accepted by the management and governing bodies of the organization indicated below:

1. **FAYETTE COUNTY FAMILY COURT:**

HONORABLE LIBBY G. MESSER
PURSUANT TO R.F.C.C. 2(d)

HONORABLE TRACI BRISLIN

HONORABLE LUCINDA MASTERTON

HONORABLE CARL DEVINE

2. **FAYETTE COUNTY ATTORNEY'S OFFICE:**

ANGELA EVANS,
FAYETTE COUNTY ATTORNEY