

## **RESOLUTION NO 2024 - 145**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, A NONPROFIT ORGANIZATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on January 2, 2024, the City of Lake City, Florida, (the “City”) entered into two separate Agreements (the “Agreements”) with Another Way, Inc., Domestic Violence and Rape Crisis Center, a nonprofit organization, (the “Agency”) pursuant to Resolutions 2024-001 and 2024-002; and

**WHEREAS**, historically, the Memorandum of Understanding pursuant to Resolution 2024-001 was to coordinate services to victims/survivors of rape; and

**WHEREAS**, historically, the Memorandum of Understanding pursuant to Resolution 2024-002 was to coordinate services to victims/survivors of domestic violence; and

**WHEREAS**, the Agreements are set to expire; and

**WHEREAS**, the City and the Agency would like to continue the Agreements as one singular Agreement (the “Agreement”) in the form of the Exhibit attached hereto; and

**WHEREAS**, approving the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Approving the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute and bind the City to the terms of the Agreement; and
5. The Chief of Police is authorized and directed to execute said Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



**Lake City Police Department**  
Intra-Departmental Correspondence Form



**24-I-081**

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To: Don Rosenthal, City Manager  
From: Chief Gerald Butler  
Subject: Renewal MOUs-Another Way for Domestic Violence Survivors & Rape Survivors  
Date: December 4, 2024

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Attached are two current Memorandums of Understanding that are coming up for renewal (Res. 2024-001 and 2024-002). Both expire 1-10-2025.

Historically, one MOU was for coordinating services to victims/survivors of rape and the other one was for coordinating services to victims/survivors of domestic violence. This year, Another Way has combined both of these services to be included in one MOU.

The renewal MOU is attached with some minor wording changes from previous ones approved. If there are any questions, our contact at Another Way is Lisa Hudson, Program Director. She may be reached at 386-719-2700.

Please place this on the Council's agenda. Thank you.

Cc: Administrative File

**Memorandum of Understanding  
Between Another Way, Inc., Domestic Violence and Rape Crisis Center  
And Lake City Police Department**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Another Way, Inc. Domestic Violence and Rape Crisis Center (AW), whose mailing address is P.O. Box 1028, Lake City, FL 32056-1028, and Lake City Police Department (LCPD), whose address is 225 NW Main Blvd. Ste. 102, Lake City, FL 32055.
  
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the agencies will work together to best coordinate services to victims/survivors of domestic violence and/or sexual assault in the jurisdiction of the Lake City Police Department.
  
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 year. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or certified mail to the address listed above.
  
4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City, (496 SW Ring Court, Lake City, FL 32025). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to locations specified by the LCPD representative if requested by LCPD supervisory staff; including but not limited to the LCPD Office, physical location of the domestic violence/sexual assault or medical treatment facilities. Additionally:
  - a. AW will provide LCPD with a central email address or fax number to which reports will be delivered. Official Law Enforcement reports will be used only for the purpose of assisting survivors/victims of domestic violence, sexual assault, and/or human trafficking in application to the Attorney General's Office Victim Compensation.
  - b. AW shall be responsible for complying with all provisions of Florida Statutes Chapter 119 regarding the dissemination of public records.
  - c. AW will support Law Enforcement initiatives that address victim safety and perpetrator accountability.
  - d. AW agrees to abide by all applicable local, state, and federal laws, rules, and regulations, as well as the FBI Criminal Justice Information System (CJIS) Security Policy and rules and regulations of FCIC, with regards to the use of reports/sworn complaints.
  - e. AW agrees to participate in public awareness and prevention activities that further the goal of a Coordinated Community Response to domestic/sexual violence.
  - f. AW agrees to provide LCPD with any domestic/sexual violence awareness materials to include purple/teal metal ribbon pins, purple decorative ribbons, domestic/sexual violence awareness month signs to display, and/or any printed material for awareness months.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

- g. AW agrees to conduct routine and calendared training for LCPD on issues related to addressing the needs of domestic/sexual violence to survivors and their children and other related topics. AW will provide LCPD with recorded training or will conduct in-person training.

**5. Responsibilities of Lake City Police Department.** The LCPD has sole discretion in determining when it is appropriate and safe for an AW on-call advocate to be requested. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)). Additionally:

- a. The LCPD agrees to provide AW with offense incident reports documenting domestic violence/sexual assault in accordance with FS. 741.29 (2) when said reports have been completed and approved by LCPD supervision.
- b. LCPD and AW will work collaboratively with other community agencies to achieve mutual goals, including the enhancement of domestic violence and sexual assault victims and child safety, increasing batterer accountability, and reducing domestic violence homicides.
- c. LCPD and AW will ensure all information released to each other adheres to all applicable confidentiality and privilege laws, and any protocols agreed to by the partners addressing information sharing and cooperation in domestic/sexual violence prevention and investigation.
- d. LCPD will provide referrals to AW for individuals or families who have reported domestic violence/sexual assault allegations and for individuals or families that are later identified as needing domestic/sexual violence services.
- e. LCPD will support the efforts of AW by enforcing all laws pertaining to domestic violence/sexual assault. In addition, LCPD will provide survivors with information about AW and connect them with the center's 24-hour helpline number if the survivor would like to speak with a domestic/sexual violence advocate.
- f. LCPD will provide attendance record of any Law Enforcement officer who participates in an in-person or recorded Law Enforcement training.
- g. LCPD agrees to participate in domestic/sexual violence awareness and prevention activities that further the goal of the Coordinated Community Response to domestic/sexual violence. LCPD will wear purple/teal ribbon pins during domestic violence awareness month (October) and sexual violence awareness month (April).
- h. LCPD will add the AW 24-7 helpline number and link to AW website on the LCPD website.

**6. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

**Another Way, Inc.**

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
**Patricia Langford, Executive Director**

\_\_\_\_\_  
**Date**

**Lake City Police Department**

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
**Gerald Butler, Chief of Police**

\_\_\_\_\_  
**Date**

City of Lake City

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
**Noah Walker, Mayor**

\_\_\_\_\_

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

TJK/alj  
12/15/2023

**CITY COUNCIL RESOLUTION NO. 2024-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, THROUGH THE LAKE CITY POLICE DEPARTMENT, TO COORDINATE SERVICES THAT ARE PROVIDED TO ADULT AND ADOLESCENT VICTIMS AND SURVIVORS OF RAPE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") by and through its Lake City Police Department (hereinafter the "LCPD"), previously determined it is in its best interest and the best interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center (hereinafter "Another Way") to coordinate services to adults and adolescents (age two [2] and up who don't fall under the jurisdiction of the child protection team) victims and survivors of rape who present to LCPD as described in the Memorandum of Understanding (hereinafter the "MOU"); and

**WHEREAS**, the City finds it to be in the City's best interests to renew the MOU with Another Way, a copy of which is attached hereto and made a part of this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City, by and through the LCPD, is hereby authorized to enter into the MOU with Another Way.

*[Remainder of this page left blank intentionally.]*

**Section 3.** The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council on this 2nd day of January 2024.

**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

BY:   
Audrey E. Sikes,  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

BY:   
Thomas J. Kennon, III  
City Attorney



**Memorandum of Understanding  
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And Lake City Police Department**

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2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the agencies will work together to best coordinate services to adults and adolescent (age 2 and up who don't fall under the jurisdiction of the child protection team) victims/survivors of rape who present at the Lake City Police Department.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 year. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or certified mail to the address listed above.
4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City, (currently 496 SW Ring Court, Lake City, FL 32025). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to locations specified by the LCPD representative including but not limited to the LCPD Office, physical location of the sexual violence or a hospital. AW staff will respond to the unit of the hospital specified by the hospital staff. AW agrees to facilitate Multi-County SART (Sexual Assault Response Team) meetings.
5. **Responsibilities of Lake City Police Department.** The LCPD has sole discretion in determining when it is appropriate and safe for an AW on-call advocate to be requested. Lake City Police Department agrees to be an active partner in the Multi-County SART (Sexual Assault Response Team) monthly meetings. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)).
6. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Another Way, Inc.

  
\_\_\_\_\_  
Patricia Langford, Executive Director

1/11/24  
Date

Lake City Police Department

  
\_\_\_\_\_  
Gerald Butler, Chief of Police

1/5/24  
Date

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

TJK/alj  
12/15/2023

**CITY COUNCIL RESOLUTION 2024-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, THROUGH THE LAKE CITY POLICE DEPARTMENT, TO COORDINATE SERVICES TO VICTIMS AND SURVIVORS OF DOMESTIC VIOLENCE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") by and through its Lake City Police Department (hereinafter the "LCPD"), previously determined it is in its best interest and the best interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center (hereinafter "Another Way") to coordinate services to victims and survivors of domestic violence who present to LCPD as described in the Memorandum of Understanding (hereinafter the "MOU"); and

**WHEREAS**, the City finds it to be in the City's best interests to renew the MOU with Another Way, a copy of which is attached hereto and made a part of this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City, by and through the LCPD, is hereby authorized to enter into the MOU with Another Way.

*[Remainder of this page left blank intentionally.]*

**Section 3.** The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council on this 2nd day of January 2024.

**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

BY:   
Audrey E. Sikes,  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

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6. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Another Way, Inc.

  
Patricia Langford

1/10/24  
Date

Lake City Police Department

  
Gerald Butler, Chief of Police

1/10/24  
Date