

Resolution No. 2598

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LIFE CRISIS CENTER AND TELEAMON CORPORATION FOR THE PURPOSE OF APPLYING FOR OFFICE OF VIOLENCE AGAINST WOMEN'S FY2016 TRANSITIONAL HOUSING ASSISTANCE GRANTS FOR VICTIMS OF SEXUAL ASSAULT, DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING.

WHEREAS, the City of Salisbury desires to protect its citizens from sexual assault, domestic violence, and stalking and decrease the rate of homelessness in our area; and

WHEREAS, the City acknowledges that these two missions are interrelated and that the Salisbury area lacks an adequate supply of transitional and affordable housing; and

WHEREAS, the Life Crisis Center desires to operate a transitional housing program to serve victims of domestic violence who struggle to secure housing; and

WHEREAS, the Life Crisis Center lacks the initial costs of starting this program, namely the capital costs of acquiring and renovating a property; and

WHEREAS, the City of Salisbury has a mechanism for acquiring vacant and unutilized properties and has an increasing supply of such properties; and

WHEREAS, the City desires to encourage responsible and diligent ownership of these properties; and

WHEREAS, the City desires to increase the number of responsible residents and homeowners; and

WHEREAS, the Telamon Corporation will be providing financial and housing literacy courses and counseling to participants in the proposed transitional housing program; and

WHEREAS, the Office of Violence Against Women (OVW), of the U.S. Department of Justice, is soliciting applications for grant funding in the amount of \$350,000, to be spent operating the program for the initial three years; and

WHEREAS, the OVW requires the parties to this application to enter into a Memorandum of Understanding (MOU); and

WHEREAS, § SC7-29 forbids any office or department from entering into a contract that involves the expenditure of funds not appropriated by council.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury, Maryland authorizes the Mayor to sign the attached MOU, approves the expenditure as laid out in the MoU, and supports the City of Salisbury's application to the OVW.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 22nd day of February, 2016 and is to be effectively immediately upon adoption.

ATTEST:

Kimberly R. Nichols
Kimberly R. Nichols, City Clerk

John R. Heath
John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS 26th day of FEBRUARY, 2016

JR Day
Jacob R. Day, Mayor

City of Salisbury



MARYLAND

JACOB DAY
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Salisbury



2010

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801

Tel: 410-548-3100

Fax: 410-548-3102

Memorandum of Understanding

between

City of Salisbury

and

Life Crisis Center

and

Telamon Corporation

This Memorandum of Understanding (MOU), is made this 16th day of February, 2016 by and between the City of Salisbury, Maryland, a municipal corporation of the State of Maryland (City), and Life Crisis Center, Inc., a non-profit agency with its principal office address of P.O. Box 387, Salisbury, Maryland 21803, and Telamon Corporation, a non-profit agency with its principal office address of PO Box 33315, Raleigh, North Carolina 27606;

WHEREAS, THE CITY OF SALISBURY, LIFE CRISIS CENTER, INC., and TELAMON CORPORATION have come together to collaborate and to make an application for the Office on Violence Against Women (OVW) FY16 Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking program; and

WHEREAS, the entities listed below have agreed to enter into a collaborative agreement in which THE CITY OF SALISBURY will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the entities herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Office on Violence against Women on or before February 24, 2016.

(I) Description of Partner Agencies

The City of Salisbury is a municipal corporation of the state of Maryland. The City of Salisbury exists to ensure the highest possible quality of life for its citizens. In partnership with its citizens and employees, it provides safe, livable and diverse neighborhoods.

The Life Crisis Center, Inc., is a non-profit, 501(c)(3) agency based out of Salisbury, MD. The Life Crisis Center is the lead agency on the Lower Shore assisting victims of domestic violence, sexual assault, and other forms of family and relationship abuse. The Life Crisis Center offers a variety of services, including counseling, therapy, legal services, and operates the region's 211 line. The Center also runs a crisis shelter for women and their families fleeing domestic violence and abuse.

Telamon Corporation is a non-profit, 501(c)(3) agency based out of Raleigh, NC. Telamon Corporation is located in twelve states; its Maryland office is located in Salisbury, MD. Telamon Corporation is a HUD approved housing counseling agency. Among the services that Telamon offers is to operate a housing and financial literacy course in English, Haitian Creole, and Spanish.

(II) History of Relationship

This application will be the first direct collaboration between the three parties. The City of Salisbury's Police Department has frequently referred victims of domestic violence to the Life Crisis Center. Furthermore, Telamon Corporation has applied to receive funding from the City of Salisbury's share of the FY2016 Community Development Block Program. This application and proposed program will serve as an opportunity for the three entities to work directly and intimately together. The entities will continue and strengthen this collaboration beyond the grant award period.

The City of Salisbury desires to protect its citizens from sexual assault, domestic violence, and stalking and decrease the rate of homelessness in the area. The City acknowledges that these two missions are interrelated and that the Salisbury area lacks an adequate supply of transitional and affordable housing. The Life Crisis Center provides short-term crisis shelter to victims, giving them a safe haven from their abusers. Low-income individuals and their families, however, are at a risk of high housing cost-burden and homelessness after leaving the crisis shelter. The City of Salisbury desires to mitigate these risks by donating real property and financial assistance to the Life Crisis Center to create a transitional housing program. Neither the City of Salisbury nor the Life Crisis Center have the capacity to offer intensive housing counseling services. Telamon Corporation, as a HUD certified counseling agency, will offer housing and financial counseling to members of the transitional housing program to prepare them for independent, permanent housing.

(III) Development of Application

The City's creation in Fiscal Year 2016 of a Community Development Project Fund to conduct revitalization projects in Salisbury's neighborhoods, coupled with the City's receivership powers, has brought renewed concern to address blighted and vacant properties in the City. The City's increasingly large supply of real property, acquired both through donation and receivership, enables the City to effect real change in its neighborhoods. The City is desirous of transitioning these properties from delinquent to responsible owners. The Life Crisis Center will be a responsible owner of residential property and ensure that its clients care for the property as tenants. Furthermore, Telamon Corporation's housing and financial counseling will increase individuals' knowledge of rental agreements and homeownership. Securing transitional housing for victims of domestic violence also prevents an increase in the local homeless population, reduces the public cost associated with policing, emergency shelters, and healthcare. Creating a local transitional housing program for victims of domestic violence, sexual assault, etc. serves the aims and mission of all three entities.

As the agency which shall be operating this proposed program, the Life Crisis Center developed the majority of the program framework and assisted in writing the application. The City of Salisbury, as the main applicant, handled most of the application process and wrote the majority of the application. The City of Salisbury is also intending to donate a piece of real property and funds to rehabilitate the property upon successful receipt of this grant. Telamon Corporation has adapted its existing housing counseling program to fit the unique needs of clients in this transitional housing program.

(IV) Roles and Responsibilities

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

The parties to this memorandum agree that each agency will be responsible for the following roles and contributions in furtherance of creating and operating a transitional housing program for victims of domestic violence, sexual assault, stalking, and dating violence:

1) The City of Salisbury will provide a suitable parcel of improved residential real property, that the City acquires or possesses, to Life Crisis Center to operate as a site for its proposed transitional housing program for victims of domestic violence, sexual assault, stalking, and dating violence; and the City will also donate at least \$20,000 to pay for the legal expenses associated with transferring the property and for capital improvements to the property in order to make the property habitable and safe. The City of Salisbury shall receive not less than \$3,000 in grant funds per program year.

2) The Life Crisis Center, Inc. will provide assistance to victims of domestic violence, dating violence, sexual assault, and stalking including: operation and management of the transitional housing program, case management, group and/or individual therapy, legal services, and other support services. The Life Crisis Center, Inc. shall receive the total grant funds awarded less \$13,000 per program year.

3) Telamon Corporation will provide housing and financial literacy assistance to victims of domestic violence, dating violence, sexual assault, and stalking including: weekly group courses offered in English, Spanish, and Haitian Creole, individual housing and financial counseling, and other financial and housing literacy services. Telamon Corporation shall receive not less than \$10,000 in grant funds per program year.

4) The City of Salisbury and the Life Crisis Center, Inc. will collaborate in the following manner: The City of Salisbury will handle all the grant management and reporting for this program. The Life Crisis Center will submit for disbursement of funds to the City of Salisbury, which in turn will submit for reimbursement to the Office on Violence against Women of the US Department of Justice. The Life Crisis Center will maintain the aforementioned property in accordance with the City of Salisbury's property maintenance code.

5) The City of Salisbury and Telamon Corporation will collaborate in the following manner: The City of Salisbury will handle all the grant management and reporting for this program. Telamon Corporation will submit for reimbursement of funds to the City of Salisbury, which in turn will submit for reimbursement to the Office on Violence against Women of the US Department of Justice.

6) The Life Crisis Center, Inc. and Telamon Corporation will collaborate in the following manner: The Life Crisis Center and Telamon Corporation will work collaboratively to prepare clients in the transitional housing program to secure independent, permanent housing.

(V) Timeline

The roles and responsibilities described above are contingent on the City of Salisbury receiving funds requested for the project described in the OVW grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 10/01/2016 through 09/30/2019.

(VI) Commitment to Partnership

- 1) The collaboration service area includes the City of Salisbury and Wicomico County.
- 2) The partners agree to collaborate and provide transitional housing, case management, financial and housing literacy counseling, and other supportive services to victims of domestic violence, sexual assault, stalking, and dating violence pursuant to the program narrative of the grant application attached to this agreement.
- 3) Compensation for non-lead partners' contribution to this project will be provided as outlined in the attached OVW budget detail worksheet.
- 4) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.
- 5) The City reserves the right to terminate this MOU, with or without cause, upon providing all parties with thirty (30) days written notice.

(VII) Governing Law

This MOU and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maryland.

(VII) Waiver

The failure of either party hereto to enforce any of the provisions of this MOU, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be, and remain in full force and effect.

(IX) Rules of Construction

The captions or headings in this MOU are strictly for convenience and shall not be considered in interpreting this MOU or as amplifying or limiting any of its content. Words in this MOU which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

(X) Relationship of the Parties

The relationship between the City of Salisbury, Life Crisis Center and Telamon Corporation shall not be that of partners or joint ventures, and nothing contained in this MOU shall be deemed to constitute a partnership between them for any purposes. The City, Life Crisis Center and Telamon Corporation in performing any of their obligations herein, shall be independent contractors or independent entities and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

(XI) Severability

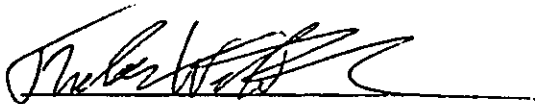
If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this MOU, the remainder of this MOU shall not be affected thereby, and each term, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

(XII) Counterparts

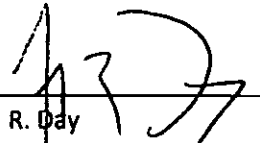
This MOU may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

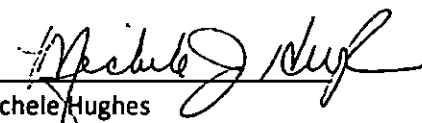
IN WITNESS WHEREOF, the parties hereto have executed this MOU to be effective on the date first set forth above.


Witness:



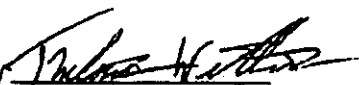
Directors:

By 
Jacob R. Day
Mayor, City of Salisbury
Date 02.22.2016

By 
Michele Hughes
Executive Director, the Life Crisis Center, Inc.
Date 2/22/16

By 
Jennifer Shahan
Maryland State Director, Telamon Corporation
Date 02/22/2016


Authorized Organizational Representatives:

By 

Thelonious Williams

City of Salisbury


Date 02/22/2016

By 

Michele Hughes

The Life Crisis Center, Inc.

Date 2/22/16

By 

Suzanne Orozco

Teleamon Corporation

Date 2/24/16

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Julia Glanz
From: Theo Williams
Subject: MoU Betwixt the City, Life Crisis Center, and Telamon for OVW Application
Date: February 1st, 2016

The City of Salisbury will be applying to the Office of Violence Against Women's FY2016 Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking. These funds are for up to \$350,000 to operate a transitional housing program over the course of three years. The City of Salisbury will act as a pass-through entity. The City's share of the grant funds will cover the administration of and grant reporting for the program. The majority of the funds will go to the Life Crisis Center, which will be operating the program. A small amount of funds will be going to Telamon Corporation, which will be offering financial and literacy courses and counseling for members of the program. A transitional housing program lasts between six and twenty-four months, after which the clients will need the skills to live independently.

The City of Salisbury intends to donate a property that it will acquire through receivership to the Life Crisis Center. This property will be owned and operated by the Life Crisis Center to house a family fleeing domestic violence. The OVW funds cannot be utilized for capital or legal expenditures. Thus, the City will utilize at least \$20,000 from its Community Development Project Initiative to rehab the property and bring it up to code. The Life Crisis Center will also be offering rental and utility subsidies/vouchers to privately house additional individuals and families fleeing domestic violence, paid for through the OVW grant funds.