

RESOLUTION NO. 2621

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH CERTAIN PARTIES TO APPLY FOR THE DEPARTMENT OF JUSTICE'S FY16 ADULT DRUG COURT GRANT PROGRAM.

WHEREAS, the City of Salisbury (the city) desires to reduce the level of substance use in its community and reduce recidivism rates; and

WHEREAS, the Wicomico County Adult Drug Treatment Court (the court) accomplishes both of these objectives; and

WHEREAS, the Department of Justice's Bureau of Justice Assistance (BJA) has solicited application for the FY16 Adult Drug Court Discretionary Grant Program; and

WHEREAS, the city is interested in increasing the amount overtime pay available to police officers to conduct home visits for participants in the court; and

WHEREAS, the court is interested in enhancing its capabilities to support participants through their term with the court; and

WHEREAS, these enhancements shall include transitional housing stipends, workforce development training, risk-assessment software; and

WHEREAS, the aforementioned grant program offers up to \$300,000 to expend over three years for these purposes; and

WHEREAS, the grant application requires the lead applicant and other specific entities to enter into a MoU before submitting the application; 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 BJA.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 11th day of April, 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 12TH day of APRIL, 2016

JR
Jacob R. Day, Mayor

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Julia Glanz
From: Theo Williams
Subject: Mayor Enter into MoU for Drug Court Grant
Date: March 29, 2016

In order to apply for the DOJ's FY16 Adult Drug Court Discretionary Grant Program, the applicant (the City of Salisbury) and "key drug court team members" must enter into a MoU specific to the proposed grant. The members of the MoU are:

The City of Salisbury, MD;
The Circuit Court of Wicomico County;
The Wicomico County State's Attorney's Office;
The Maryland Office of the Public Defender;
The Division of Parole and Probation of the Maryland
Department of Public Safety and Correctional Services;
The Wicomico County Health Department;
AND
Telamon Corporation.

The proposed grant application will support a number of new enhancements to the Wicomico Circuit Court Drug Court, including transitional housing stipends, workforce development training, eligible participant risk assessment software, electronic monitoring stipends, a random call-in system, graduation incentives, and SPD OT for home visits. In total, this grant will amount to \$300,000 to be spent over three years. The Maryland Office of Problem Solving Courts had previously received funding to support enhancements to local drug courts, including Wicomico's. Part of these funds were to support SPD OT for home visits. During the grant period (FY12-FY14), SPD had between 18k and 20k for OT. Currently, those funds have dropped off to 6k. This grant will increase the amount available to the FY12-FY14 levels of funding. As a federal grant, we will

also receive administrative cost reimbursements to cover the grants specialists' salary. I would be happy to answer any questions that council may have, via e-mail or otherwise. Additionally, Lindsay Tayman, the Drug Court Coordinator, and myself will be available to answer questions at the council legislative session on 4/11/15.

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

A Memorandum of Understanding

Among

The City of Salisbury, MD;
The Circuit Court of Wicomico County;
The Wicomico County State's Attorney's Office;
The Maryland Office of the Public Defender;
The Division of Parole and Probation of the Maryland
Department of Public Safety and Correctional Services;
The Wicomico County Health Department;
AND
Telamon Corporation.

This Memorandum of Understanding (MoU), is made this 11th day of April, 2016 by and between the City of Salisbury, Maryland, a municipal corporation of the State of Maryland (the city); the Circuit Court of Wicomico County (the court), located at 101 N. Division St., Salisbury, MD 21801; the Wicomico County State's Attorney's Office, located at 309 E Main St., Salisbury, MD 21801; the Maryland Office of the Public Defender, with its principle office at 6 Saint Paul St., Suite 1400, Baltimore, MD 21202; the Division of Parole and Probation of the Maryland Department of Public Safety and Correctional Services, with its principal office at 6776 Reisterstown Road, Baltimore, MD 21215, and Telamon Corporation, a non-profit agency with its principal office address of PO Box 33315, Raleigh, North Carolina 27606; (the parties);

WHEREAS, the above referenced agencies have come together to collaborate and to make an application for the US Department of Justice (DOJ) Bureau of Justice Assistance's (BJA) FY16 Adult Drug Court Discretionary Grant program (the grant); and

WHEREAS, the entities listed above 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 BJA on or before April 19th, 2016; and

WHEREAS, the parties, absent Telamon Corporation, and along with the Wicomico County Department of Corrections, the Wicomico County Sheriff, the City of Fruitland Police Department, the Town of Delmar Police Department, and the Salisbury Barrack of the Maryland State Police, entered into a MoU to create the Wicomico County Adult Drug Treatment Court on September 23, 2005; and it has been amended and updated several times since.

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

(I) Application

The City of Salisbury shall act as lead applicant for the grant, and if awarded funds, act as the fiscal agent for this program. As such, the city shall be responsible for compliance with and to the requirements of 2 CFR 200, 28 CFR 66, and any other applicable rules, regulations, or laws, be they federal, state, or local. The city shall be primarily responsible for reporting through the BJA's Performance Measurement Tool (PMT), OJP's Grants Management System (GMS), and any other reporting requirements that DOJ outlines.

The Circuit Court of Wicomico County shall assist the City of Salisbury in applying for the grant and shall offer any and all assistance as required by the city in order to complete the grant application. Should funds be awarded to the city, the court shall be a sub-recipient of funds from the city and its relationship shall be governed by 2 CFR §§ 200.330, 200.331, 200.332 and any other applicable rules, regulations, or laws. The court shall be responsible for any reporting requirements that are laid out in the sub-recipient agreement with the city, which shall be entered into upon the city receiving the award.

Telamon Corporation shall assist the City of Salisbury in applying for the grant and shall offer any and all assistance as required by the city in order to complete the grant application. Should funds be awarded to the city, in order to ensure participant confidentiality and streamline communication between Telamon and the court, Telamon Corporation shall be a sub-recipient of the court. This relationship shall be governed by any agreement entered into between Telamon and the court, should they decided to do so, upon the city receiving the award. The city will ensure Telamon is abiding by all applicable rules, regulations, and laws.

The other parties to this agreement will have no responsibilities for the application process and shall not be receiving any funds from the grant and thus will not act as sub-recipients, contractors, or subcontractors for the purposes of 2 CFR 200.

(II) Awarding of Funds

Should the City of Salisbury receive an award notice, or non-award notice, from the BJA, the city shall let the parties to this agreement know, in a reasonable time, that such a notice has arrived. Should the city be awarded funds from the grant, the city shall enter into a grant agreement with BJA for the purposes of this program. Other agreements, as laid out in (I) shall be entered into after the grant agreement with BJA has been fully executed. Regardless of when the city enters into further agreements with the other parties, the grant period will begin on the date determined by the BJA in the grant agreement.

(III) Roles, Responsibilities, and Duties

Contingent upon receiving an award of funding, the parties agree to the following:

The City of Salisbury shall be responsible for the management of the grant as laid out in (I) and shall provide police officers to conduct home visits to the residences of the participants of the Wicomico Adult Drug Court. As the city has not allocated, nor has ever allocated, funding for such visits, nor is this part of the

duties of its police officers, these visits shall be offered to police officers as overtime, to be paid for through the award.

The Circuit Court of Wicomico County shall be responsible for implementing all of the enhancements specified in the program narrative, excluding law enforcement home visits and workforce development training. For any enhancements that the court does not implement itself, the court shall contract out to a third-party. The process for choosing a third-party shall occur according to competitive procurement standards. The relationship between the court and the third-party shall be that of a sub-contractor and they shall abide by the standards laid out in Appendix II of 2 CFR 200 and any other applicable rules, regulations, or laws.

Telamon Corporation shall provide workforce development training through its Food and Service Training and other programs as needed. In order to ensure that the participants in the Wicomico Adult Drug Treatment Court are receiving training specific to their needs and their capabilities, and to ensure their privacy and confidentiality, Telamon shall be a sub-recipient of the court.

The remaining four (4) parties to this agreement shall provide services as laid out in the MoU entered into on September 23rd, 2005, which created the Wicomico Adult Drug Treatment Court. The aforementioned MoU, and the roles, responsibilities, and duties contained therein, are incorporated into this MoU by reference. These four parties acknowledge that the proposed enhancements are projected to increase, but not exceed, the court's case load to its full capacity of fifty (50) participants.

(IV) Timeline

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

(V) Commitment to Partnership

- 1) The collaboration service area includes the City of Salisbury and Wicomico County.
- 2) Compensation for non-lead partners' contribution to this project will be provided as outlined in the attached budget detail worksheet.
- 3) We, the undersigned have read and agree with this MoU. Further, we have reviewed the proposed project and approve it.
- 4) The city reserves the right to terminate or amend this MoU, with or without cause, upon providing all parties with thirty (30) days written notice. All other parties to this agreement shall have the same right.

(VI) Non-Supplanting of Funds

All parties to this MoU affirm that no funds awarded by the BJA shall supplant non-federal funds.

(VII) Governing Law

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

(VIII) Waiver

The failure of any 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 parties 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 parties 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.

Jacob R. Day, Mayor
City of Salisbury, Maryland

Date

The Honorable Kathleen L. Beckstead, Administrative Judge
Wicomico County Circuit Court

Date

The Honorable Leah J. Seaton, Associate Judge
Wicomico County Circuit Court

Date

Melissa Johnson, Court Administrator
Wicomico County Circuit Court

Date

Lindsay Tayman, Drug Court Coordinator
Wicomico County Circuit Court

Date

Matthew A. Maciarelo, State's Attorney
Wicomico County State's Attorney's Office

Date

Paul B. DeWolfe, Public Defender for the
State of Maryland

Date

?, Acting Director of the Division of Parole and Probation
Maryland Department of Public Safety and Correctional Services

Date

Lori Brewster, Health Officer
Wicomico County Health Department

Date

Jennifer Shahan, Maryland Director
Telamon Corporation

Date

n
JACOB DAY
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

City of Salisbury



MARYLAND

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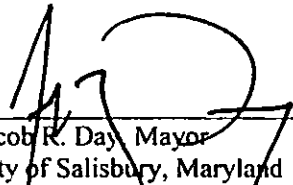
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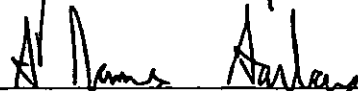
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Jacob R. Day, Mayor
City of Salisbury, Maryland

04-11-16
Date



The Honorable S. James Sarbanes, Administrative Judge
Wicomico County Circuit Court

4-7-16
Date



The Honorable Kathleen L. Beckstead, Associate Judge
Wicomico County Circuit Court

4-11-16
Date

M. Johnson

Melissa Johnson, Court Administrator
Wicomico County Circuit Court

4/7/16

Date

Lindsay Tayman

Lindsay Tayman, Drug Court Coordinator
Wicomico County Circuit Court

4/7/16

Date

Matthew A. Maciarelo

Matthew A. Maciarelo, State's Attorney
Wicomico County State's Attorney's Office

4/7/16

Date

Chasity Simpson District Public Defender

Chasity Simpson, Public Defender for the
State of Maryland

4/15/16

Date

E.J. Kilmon, Division of Parole and Probation
Maryland Department of Public Safety and Correctional Services

Date

Lori Brewster

Lori Brewster, Health Officer
Wicomico County Health Department

4/8/16

Date

Jennifer Shahan

Jennifer Shahan, Maryland Director
Telamon Corporation

4/18/16

Date

Wicomico County Circuit Court

Melissa Johnson, Court Administrator
Wicomico County Circuit Court

Date

Lindsay Tayman, Drug Court Coordinator
Wicomico County Circuit Court

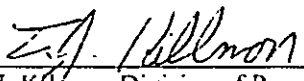
Date

Matthew A. Maciarelo, State's Attorney
Wicomico County State's Attorney's Office

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Chasity Simpson, Public Defender for the
State of Maryland

Date



E.J. Kilmon, Division of Parole and Probation
Maryland Department of Public Safety and Correctional Services

4/11/16

Date

Lori Brewster, Health Officer
Wicomico County Health Department

Date

Jennifer Shahan, Maryland Director
Telamon Corporation

Date