



## **MEMORANDUM OF UNDERSTANDING**

### **Edward Byrne Memorial/ JAG Grant 2013-2014**

This Memorandum of Understanding (MOU) establishes a partnership between United Way of Broward County Commission on Substance Abuse (hereinafter "UWBCCSA") and the City of Fort Lauderdale (hereinafter "Program Provider") for the purpose of defining the roles and responsibilities of the parties as it relates to the Edward Byrne/JAG Grant Program for Funding Year 2013-2014.

### **PURPOSE AND SCOPE**

The Byrne/JAG Grant Program, administered in Broward County by the United Way of Broward County Commission on Substance Abuse (UWBCCSA), is a partnership among federal, state, and local governments to create safer communities. The Byrne/JAG Grant Program was created by the Anti-Drug Abuse Act of 1988. In Broward County it places emphasis on drug related crime and violent crime. It falls under the jurisdiction of FDLE, Office of Criminal Justice Grants and is administered in Broward County by UWBCCSA. The JAG Program is a blend of the previous Edward Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG) Programs.

Together, the Parties enter into this Memorandum of Understanding (MOU) to mutually implement broad-based strategies to promote effective substance abuse prevention, intervention, and enforcement programs to support science-based/evidence-based principles and promising practices. Accordingly, the Unit of Government, Program Provider and the UWBCCSA operating under this MOU, agree as follows:

### **UWBCCSA RESPONSIBILITIES**

- 1) Provide administrative oversight that includes quality assurance, monitoring, technical assistance, and contractual compliance for all funded programs.
- 2) Ensure program accomplishments, compliance with contractual requirements, and promote quality and excellence.
- 3) Provide consultation related to program outputs and outcomes.
- 4) Ensure quality program and fiscal reporting that is acceptable and accurate per FDLE requirements.
- 5) Process program reports and fiscal information (invoices) if applicable into the Simon System.
- 6) Facilitate the sharing of information across agencies and Unit of Government through presentations related to current trends in substance use/abuse and its interrelated issues.
- 7) Compile pre/post test evaluation data and provide information to member agencies at least yearly.
- 8) Conduct Quarterly Project Directors Meetings inclusive of Orientation and on site meetings.
- 9) Respond to program inquiries and requests in a timely manner.
- 10) Monitor effective utilization of programmed funding and conduct 2 on-site monitoring visits.

- 11) Provide Quarterly Report Card inclusive but not limited to: On-time reporting, accuracy of information submitted, monitoring scores, meeting attendance, financial information, and positive highlights of program.
- 12) Coordinate grant adjustment and de-obligation processes for programs that are not in compliance with FDLE and UWBCCSA requirements.

## **PROGRAM PROVIDER RESPONSIBILITIES**

- 1) **FDLE Quarterly Narrative and Performance Report** – This is a quarterly report that shows progress on objectives set forth in the grant application. Program Providers are required to have this report (1 original 2 copies and electronic file) to the United Way of Broward County Commission on Substance Abuse (UWBCCSA) office by the **10<sup>th</sup> day** after the quarter ends (January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>). Progress report must be completed as a word document to be forwarded to UWBCCSA. ). If the 10<sup>th</sup> calendar day falls on a weekend or holiday reports are expected in the UWBCCSA office the day after either event
- 2) **Quarterly Outcome/Output & Financial Matrix Report** - This quarterly UWBCCSA report shows progress on FDLE uniform objectives, established outcomes, and the status of finances. Program Providers are required to have this report (1 original 2 copies and electronic file) to the United Way of Broward County Commission on Substance Abuse (UWBCCSA) office by the **10<sup>th</sup> day** after the quarter ends (January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>). . If the 10<sup>th</sup> calendar day falls on a weekend or holiday reports are expected in the UWBCCSA office the day after either event.
- 3) **Financial Claims (If applicable) - Monthly** financial claims for reimbursement need to be submitted to UWBCCSA on a **monthly** basis and received by the **10<sup>th</sup> day of the subsequent month** with support documentation. If the 10<sup>th</sup> calendar day falls on a weekend or holiday reports are expected in the UWBCCSA the day after either event. It strongly suggested that reports are submitted prior to deadline. **Incorrect/inaccurate reports will be considered late until corrected and submitted. This is applicable to program and fiscal reports.**
- 4) **UWBCCSA will approve payment of invoice and notify the Unit of Government (if applicable). An original approved invoice as well as e-support documentation will be provided to the Unit of Government for payment.**
- 5) **Final Close Out Package** – These are submitted by the Unit of Government Implementing Agency to FDLE within 45 days of the fiscal year ending.
- 6) **Monitoring Process** – There will be a minimum of two onsite- monitoring visits conducted by UWBCCSA during the course of the fiscal year. One is usually during the winter months and a joint monitoring of the program by FDLE, UWBCCSA, and the Unit of Government Implementing Agency in the spring. There may be an additional quarterly monitoring scheduled if needed and based on risk profile. Programs will be given ample notice concerning the monitoring visits and what will be reviewed. Corrective action plans must be submitted and implemented based on report.
- 7) **Grant Adjustments** – Any requests for amendments to grants must be done in conjunction with the Unit of Government Implementing Agency. Draft grant adjustment must be sent to UWBCCSA for review. FDLE expects all grant adjustments to be done as early as possible during the fiscal year and must be at the very latest completed by May 30, 2014.
- 8) **Communication with Unit of Government Implementing Agency and UWBCCSA** – It is the **responsibility** of the Program Provider to keep both the Unit of Government Implementing Agency and UWBCCSA informed in a timely fashion of any challenges/obstacles that could either impact the program's/provider's ability to meet the objectives and outcomes set forth for the grant and/or their ability to draw down the money allocated.

- 9) **Substance Abuse License** – All Program Providers that are required to have a substance abuse license according to 65D-30 must submit a copy of their license to UWBCCSA offices and maintain an active license. **If a Program Provider is required to have a license according to 65D-30 and there is not an active license in place or an interim license in effect during the annual license renewal process, up to and including issuance of the continuation license, reimbursement for services during any un-licensed period will be considered ineligible for reimbursement and will be the financial responsibility of the Program Provider.**
- 10) **Community Resource Inventory** – All Program Providers are required to submit the necessary information every fiscal year for the Community Resource Inventory. Please contact Steve Strickland at (954) 390-7601 regarding any questions.

## TERMS OF UNDERSTANDING

- 1) This Memorandum is in effect from **October 1, 2013 until September 30, 2014**, unless either the UWBCSA or the Program Provider decides to discontinue this partnership.
- 2) Neither the existence of this Memorandum or anything contained herein shall alter or affect the legal, financial, administrative, and/or organizational status of the UWBCSA, the Unit of Government or the Program Provider.

**Program Provider:** City of Fort Lauderdale

See Attached Signature Page

\_\_\_\_\_  
**Print Name & Title of Agency Director**

See Attached Signature Page

\_\_\_\_\_  
**Signature of Agency Head**

See Attached Signature Page

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

**United Way of Broward County:**

\_\_\_\_\_  
**President and CEO**

\_\_\_\_\_  
**President and CEO**

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

**CITY OF FORT LAUDERDALE REPRESENTATIVES:**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
**John P. "Jack" Seiler, Mayor** DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness print/type name

\_\_\_\_\_  
\_\_\_\_\_  
**Lee R. Feldman, City Manager** DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness print/type name

**ATTEST:**

\_\_\_\_\_  
**Jonda K. Joseph, City Clerk** DATE: \_\_\_\_\_

Approved as to form and legal sufficiency  
Subject to execution by the parties:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
**Bradley H. Weissman, Esquire**  
**Assistant City Attorney**