

GA-21-18



City of Annapolis
Office of the Mayor
160 Duke of Gloucester Street
Annapolis, MD 21401-2517

Mayor@annapolis.gov • 410-263-7997 • Fax 410-216-9284 • TDD use MD Relay or 711 • www.annapolis.gov

Grant Briefing Document

From:

Name Captain Christopher Amoia Phone 410-268-9000

Department Annapolis Police Department

This grant is New Annual/Repeating

This is a request to:

Review, approve, and/or sign a grant agreement/award

Other _____

Grant title Overtime for AA County Tobacco Sales Compliance Project

Grantor Anne Arundel County Department of Health Amount \$ 5000

Attestation:

Match is *not* required.

Match is required. Match will be met in the form of e.g. cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency. _____

Director's signature  Date 10/9/17

Department _____

Routing

	Initials	Date In	Date Out	Comments
<input checked="" type="checkbox"/> Originating Dept Director				
<input checked="" type="checkbox"/> Grants Coordinator	<u>NDP</u>	<u>10/10</u>	<u>10/10</u>	<u>* 3 originals *</u>
<input checked="" type="checkbox"/> Finance Director	<u>BDK</u>	<u>10/10</u>	<u>10/10</u>	
<input checked="" type="checkbox"/> City Attorney	<u>OGZ</u>	<u>9/28</u>	<u>10/10</u>	<u>→ FINANCE</u>
<input checked="" type="checkbox"/> City Manager	<u>CA</u>	<u>10/10</u>	<u>10/10</u>	
<input checked="" type="checkbox"/> Mayor				
<input checked="" type="checkbox"/> City Clerk				
<input checked="" type="checkbox"/> Finance Committee				
<input checked="" type="checkbox"/> Finance Dept				
<input checked="" type="checkbox"/> Return to Originating Department				

Grant period July 1, 2017 to June 30, 2018 Amount of request or award \$5000
Due dates June 30, 2018

Provide a short narrative, including program description, purpose of funds and special features, e.g., environmental impact implications, notarization required.

The Annapolis Police department has a continuing partnership with the Anne Arundel County Department of Health to address underage cigarette sales and use through public awareness and enforcement efforts. The Anne Arundel County Department of Health has awarded the Annapolis Police Department \$5000.00 for Fiscal Year 2018 to conduct tobacco sales compliance checks utilizing underage youths and issue citations when violations occur. The funds will be used for police officer overtime. The grant period is July 1, 2017 to June 30, 2018



GRANT BUDGET FORM

10/9/2017

Grant Title Overtime for AA County Tobacco Sales Compliance Project

Grant Award (\$) 5,000.00

Originating Department(s): Police Department

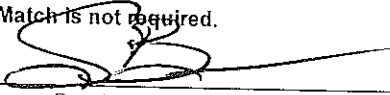
Dept Contact (Name/Phone): Craig Medley / 443-822-2284

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries					0.00	
Benefits					0.00	
Overtime	5,000.00				5,000.00	Officer OT
Supplies					0.00	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil					0.00	
Training & Education					0.00	
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services					0.00	
Capital Outlay					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
Total	5,000.00	0.00	0.00	0.00	5,000.00	

TOTAL EXPENDITURES*: 5,000.00

* May be different from Grant Award \$ if there is a match requirement.

Match is not required.



Department Director Signature/Date



Department

Match is required. Match will be met in the form of ⁽¹⁾ _____

I attest that this asset has been approved/appropriated in ⁽²⁾ _____

Department Director Signature/Date

Department

COMMENTS:

(1) Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.
(2) Examples: FY __ operating budget, a memorandum of understanding, City Council resolution/ordinance.

Anne Arundel County Department of Health
3 Harry S. Truman Parkway
Annapolis, Maryland 21401

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement"), made this _____ day of _____, 2017, by and between the **ANNE ARUNDEL COUNTY DEPARTMENT OF HEALTH ("AACDOH")**, as an agency or instrumentality of Maryland State Government, and the **CITY OF ANNAPOLIS on behalf of the ANNAPOLIS POLICE DEPARTMENT ("the Sub-Grantee")**.

WHEREAS, the State of Maryland has awarded funds to the State of Maryland Department of Health (MDH) (the "Grantor") and AACDOH for the purposes of conducting tobacco sales compliance stings.

WHEREAS, the AACDOH may make grant awards for certain activities undertaken by non-profit organizations in the County to benefit its citizens; and

WHEREAS, the Sub-Grantee provides a program to serve the needs of citizens of the County; and

WHEREAS, the AACDOH finds it desirable to assist in financing this program of the Sub-Grantee; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Sub-Grantee arising from the acceptance of the Grant.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises and covenants set forth in this Agreement, the parties do hereby agree as follows:

1. The Grant.

The AACDOH hereby grants to the Sub-Grantee the sum of five thousand dollars (\$5,000) (the "Grant") for approved costs. The Grant shall be disbursed upon complete approval of the grant agreement and upon receipt of a proper Request for Payment (Attachment B) from the Sub-Grantee. Stipend to the Sub-Grantee will cover overtime pay, product purchase and paying youth under the age of 18 for undercover tobacco sales in Annapolis City and Anne Arundel County.

2. Purpose of the Grant.

The purpose of this grant is to address high rates of tobacco sales to Maryland youth under the age of 18 through enforcement of existing tobacco sales laws and promotion of responsible retailing in tobacco sales outlets. Activities support the Anne Arundel County Department of Health's FY18 tobacco enforcement initiative, funded by the Tobacco Sales Compliance Initiative grant.

3. Responsibilities.

A. Responsibilities of the Sub-Grantee:

1. Sign and return grant agreement between the AACDOH and Sub-Grantee.
2. Conduct tobacco sales compliance checks using underage youth and issuing citations when violations occur. The statute to cite is at the discretion of the law enforcement officer (see attachment C).
3. Publicize the compliance checks through a press release issued by PIO, which names the retailers checked and the outcome.
4. Complete report form (Attachment A) and submit with fiscal information.
5. Submit Request for Payment (Attachment B) after each tobacco compliance check operation. Final submission must be no later than July 10, 2018.

B. Responsibilities of the AACDOH:

1. Provide up to date information regarding tobacco enforcement statutes supplied by Maryland Legal Resource Center for Public Policy (Attachment C).
2. Execute grant agreement between AACDOH and the Sub-Grantee and provide a copy.
3. Review and submit Request for Payment to AACDOH Finance office for payment within five (5) days of receipt.
4. Provide oversight and consultation to mini-grantee, as applicable.

4. Term.

The services that are subject to the Grant are to begin July 1, 2017, and terminate June 30, 2018.

5. Recordkeeping/Audits.

Using generally accepted accounting principles, the Sub-Grantee shall maintain complete and accurate books and records of its financial activities, including records of all activities connected with this Grant, and shall make these books and records available upon reasonable notice for inspection and copying by AACDOH representatives. The books and records shall be kept and maintained for at least three (3) years after the last payment under this Agreement. The Sub-Grantee agrees that the AACDOH or a State Auditor, individually or together, may audit all books and records of the Sub-Grantee, except that the Sub-Grantee shall not be subjected to more than one audit of its books and records in any twelve month period.

6. Documentation.

The Sub-Grantee will provide the AACDOH the following:

- a. Completed W-9 tax form
- b. Signed agreement
- c. Report form
- d. Written Request for Payment
- e. The Maryland Department of Health requires local health department subvendors to provide an Annual Report (MDH 440) at the close of each fiscal year. Per request, the Sub-Grantee will be required to sign the form and return to the AACDOH.

7. Termination.

Either party may terminate this Agreement after giving sixty (60) days written notice to the other party. If the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee shall violate any terms of this Agreement, within the sole discretion of the AACDOH, the AACDOH may immediately terminate this Agreement by giving written notice to the Sub-Grantee. Within thirty (30) days of termination, the Sub-Grantee shall comply with its obligations under paragraphs 3, 5, and 6 of this Agreement.

8. Distribution of Assets Upon Termination or Dissolution.

If, at the time of the termination of this Agreement or the dissolution of the Sub-Grantee, the Sub-Grantee has on hand any State funds or any accounts receivable attributable to the use of State funds or accounts, then those funds and accounts shall be returned to and transferred to the AACDOH within thirty (30) days.

9. Confidentiality of Information.

To the extent permitted by law, the AACDOH agrees to keep as confidential, and not to disclose as public records, any proprietary or financial information regarding any private individual or business entity that was received by the Sub-Grantee in the course of administering the Grant and that is in the custody of the AACDOH. On receipt by the AACDOH of a request to make information available, the AACDOH shall promptly give notice to the Sub-Grantee of the request and an opportunity to comment on the disclosure and take any lawful action deemed necessary by the Sub-Grantee to prevent the disclosure of the requested information.

10. Penalty for Noncompliance.

- A. Any grant funds not expended in compliance with the provisions of this Agreement shall be returned to the AACDOH.
- B. Noncompliance by the Sub-Grantee with the recordkeeping, auditing, monitoring, or reporting requirements of this Agreement shall be grounds for the AACDOH's recovery from the Sub-Grantee of the full amount paid under this Grant.
- C. If legal action is necessary to collect any funds owed it, the State or AACDOH shall be entitled to court costs and attorney fees as part of its recovery, in addition to interest at the rate of ten percent (10%) per annum accruing on any balance thirty (30) days after demand by the AACDOH for return of the funds because of such noncompliance. Demand upon the Sub-Grantee shall be effective as of the date of the mailing of notice to the Sub-Grantee.

11. Nondiscrimination.

The Sub-Grantee shall not discriminate against any person in any of its activities with regard to membership policies, employment practices, or in the provision of services on the basis of race, color, religion, national origin, ancestry, sex, age or disability.

12. Notices.

Notices to the parties shall be directed as follows:

The GRANT MONITOR for the AACDOH is:

Leanne Lorance
Anne Arundel County Department of Health
1 Harry S. Truman Parkway, MS #3102
Annapolis, MD 21401
Phone: 410-222-7221
Email: hdlora00@aacounty.org

The AACDOH's Grant Monitor is the primary point of contact for the AACDOH for matters relating to this Grant Agreement. The Sub-Grantee shall contact this person immediately if the Sub-Grantee is unable to fulfill any of the requirements of the Agreement or has any questions regarding the interpretation of the provisions.

The GRANT MONITOR for the Sub-Grantee is:

Captain Christopher Amoia
Annapolis Police Department
199 North Taylor Avenue
Annapolis, MD 21401
Phone: 410-268-9000

The Sub-Grantee's Grant Monitor is the primary point of contact for matters relating to this Grant Agreement. The Sub-Grantee's Grant Monitor shall contact the AACDOH's Grant Monitor immediately if the Sub-Grantee is unable to fulfill any of the requirements of the grant agreement or if there are any questions regarding the interpretation of provisions of this grant agreement.

13. Nonassignment of Grant Funds.

The Sub-Grantee shall apply the Grant directly as a first party for the purposes stated herein. The Sub-Grantee may not act as the agent of others, and neither the Grant received under this Agreement nor the Agreement may be assigned, transferred or otherwise passed to another organization or agency without the prior written consent of the AACDOH.

14. Independent Contractor Relationship.

In the performance of this Agreement, the Sub-Grantee shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between the AACDOH and the Sub-Grantee.

15. Indemnification.

The Sub-Grantee agrees to indemnify, defend, and hold harmless AACDOH, its officers, agents, and employees from any and all losses, damages, liabilities, claims, and costs arising out of or resulting from any act or omission made by the Sub-Grantee, its directors, officers, agents, employees, and contractors in performance of this Agreement. This indemnification is limited to the extent of the Sub-Grantee's assets, including insurance, and to the extent permitted by law.

16. Applicable Law.

This agreement shall be governed and construed in accordance with Maryland law, and any action brought by or between the parties shall invest jurisdiction and venue exclusively in the courts located in Anne Arundel County.

17. HIPAA.

If a Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA") is deemed necessary based upon the Work to be performed hereunder, the Grantee agrees to enter into a Business Associate Agreement as an Addendum to this Agreement.

18. General.

a. This Agreement represents the complete and total and final understanding between the parties, and no other understandings or representations, whether written or oral, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties after the execution of this Agreement, unless set forth in writing and executed by both parties hereto.

- b. This Agreement shall inure to the benefit of the parties hereto, their successors, legal representatives, and assigns.
- c. The captions to the paragraphs of this Agreement are for reference purposes only and are not substantive parts of this Agreement.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals on the date and year first above written.

ANNE ARUNDEL COUNTY DEPARTMENT OF HEALTH

Witness

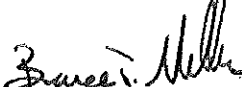
BY: _____
Frances B. Phillips, RN, MHA
Acting Health Officer

CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC,
City Clerk

BY: _____
Michael J. Pantelides, Mayor (Seal)

APPROVED FOR FINANCIAL SUFFICIENCY:



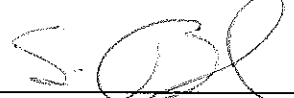
Bruce T. Miller, Director
Finance Department

REVIEWED AND APPROVED BY:



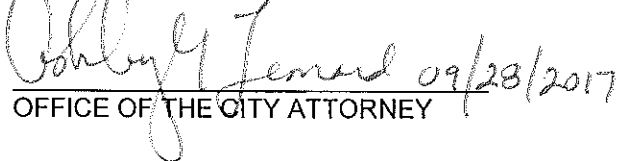
Thomas C. Andrews, City Manager

REVIEWED AND APPROVED BY:



Scott Baker, Chief
Annapolis Police Department

APPROVED FOR FORM AND LEGAL SUFFICIENCY:



OFFICE OF THE CITY ATTORNEY 09/28/2017

Attachment A

Tobacco Sales Compliance Checks – Partnership with AACDOH and Local Law Enforcement
Tobacco Enforcement (budget code GHL673)

10/1/17

	Date of Visit	Time of Visit	Name of Store and Address	Pass/Fail? (Check one)		Type of product purchased?					Cited Code (Check one)				Who received citation? (Check all that apply)		Name of Clerk/ Owner Cited
				Pass	Fail	Cigarettes	Chew/Dip	Cigars/Cigarillos	E-cigarettes	Other	Tobacco Criminal Citation 10-107	Tobacco Civil Citation Health Gen 24-307	E-cigs Civil Citation Health Gen 24-305	Clerk	Owner		
1.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

REQUEST FOR PAYMENT

To: Anne Arundel County Department of Health
1 Harry S. Truman Parkway
Annapolis, MD 21401

Attention: Leanne Lorance

Federal Tax I.D. Number: 52-2122962

Date of Request for Payment: _____

Services Rendered: Conduct tobacco sales compliance stings

Total Amount Requested: \$ _____

Please make check payable to:

Name of Organization: _____

Address: _____

Tax Identification Number: _____

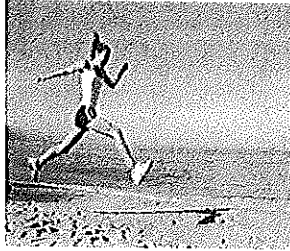
Check Sent to Attention of: _____

I certify that this request for payment is made in accordance with the terms and conditions of the grant agreement with Anne Arundel County Department of Health and the amount requested is correct.

Signature: _____

Title: _____

Date: _____



State of Maryland: Tobacco Enforcement Statutes

Type of Law [i.e. state "statute" or local county "ordinance"]:	Section 10-107 of the <u>Maryland Criminal Law Code</u>	Section 24-305 of the <u>Maryland Health General Code</u>	Section 24-307 of the <u>Maryland Health General Code</u>
What does the law prohibit?	Distribution and/or Sale of tobacco products OTHER than ENDS to minors	Distribution and/or Sale of ENDS (electronic nicotine device systems) to minors	Distribution and/or Sale of tobacco products OTHER than ENDS to minors
Is this a <u>civil</u> or <u>criminal</u> violation?	Criminal	Civil	Civil
Who can <u>enforce</u> the law?	Sworn Law Enforcement <u>Only</u>	Sworn Law Enforcement; County Health Officers and/or County Health Officer may Designate Individual	Sworn Law Enforcement; County Health Officers and/or County Health Officer may Designate Individual
Potential Penalties:	\$300 for first offense; \$1000 for second offense (if within 2 years); and \$3000 for <u>each</u> subsequent offense	\$300 for first offense; and \$500 for <u>each</u> subsequent offense	\$300 for first offense; \$1000 for second offense (if within 2 years); and \$3000 for <u>each</u> subsequent offense
Impact on Criminal Record:	Convictions added to Criminal Record	None	None
Trial Required:	Yes	No	No
Hearing:	District Court	District Court	District Court
Fine Allocation:	State	County	County

This document was developed by the Legal Resource Center for Public Health Policy at the University of Maryland Francis King Carey School of Law, with funding and support provided in part by the Centers for Disease Control and Prevention. The Legal Resource Center for Public Health Policy provides information and technical assistance on issues related to public health in Maryland. The legal information and assistance does not constitute legal advice or legal representation. For legal advice, please consult specific legal counsel.