

**GRANT BRIEFING DOCUMENT**

GA-9-17

rev. 2/13/13

*From:*  
 Name: Beth Hart Dept: Police Phone: 410-263-7979

*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 <sup>1</sup> \_\_\_\_\_  
 I attest that this asset has been approved/appropriated in <sup>2</sup> \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Department Director signature Dept Date

| Routing   | Initials   | Date        |             | Comments                 |
|---|------------|-------------|-------------|--------------------------|
|   |            | In          | Out         |                          |
| <input checked="" type="checkbox"/> originating Dept Director | <u>AB</u>  | <u>9/6</u>  |             |                          |
| <input checked="" type="checkbox"/> Grants Coordinator        | <u>NJP</u> | <u>9/16</u> | <u>9/16</u> | <u>* initials only *</u> |
| <input checked="" type="checkbox"/> Finance Director          |            |             |             |                          |
| <input checked="" type="checkbox"/> City Attorney             |            |             |             |                          |
| <input checked="" type="checkbox"/> City Manager              |            |             |             |                          |
| <input checked="" type="checkbox"/> Mayor                     |            |             |             |                          |
| <input checked="" type="checkbox"/> City Clerk                |            |             |             |                          |
| <input checked="" type="checkbox"/> Finance Committee         |            |             |             |                          |
| <input checked="" type="checkbox"/> Finance Dept              |            |             |             |                          |
| <b>Return to Originating Department</b>                       |            |             |             |                          |

**GRANT Briefing Document, continued**

*Provide a short narrative. Include:*

|   |                             |             |
|---|-----------------------------|-------------|
| -program description  | - purpose of funds          | - due dates |
| -grant period   | -amount of request or award |             |
| -special features, e.g., environmental impact implications, notarization required |                             |             |

The Anne Arundel County Department of Health has awarded the Annapolis Police Department \$5000.00 to conduct tobacco sales compliance checks using underage youth and issuing citations when violations occur. The funds will be used for officer overtime, The grant period is August 1, 2016 to June 30, 2017.

<sup>1</sup> Examples: cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

<sup>2</sup> Examples: FY\_\_ Operating Budget, a memorandum of understanding, City Council resolution/ordinance.



Grant Title O/T for AA Co Tobacco Sales Compliance Project

Grant Award (\$) 5,000.00

Originating Department(s): APD

Dept Contact (Name/Phone): Beth Hart

| Expenditure Account         | Grant Award | Budgeted Grant Appropriation | Variance | Total per Expend. Type | Comments |
|-----------------------------|-------------|------------------------------|----------|------------------------|----------|
| Salaries                    |             |                              |          | 0.00                   |          |
| Benefits                    |             |                              |          | 0.00                   |          |
| Overtime                    | 5,000.00    | 0.00                         | 5,000.00 | 5,000.00               |          |
| 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                   |          |
| Sub- Total                  | 5,000.00    | 0.00                         | 5,000.00 | 5,000.00               |          |
| <b>LOCAL MATCH</b>          |             |                              |          |                        |          |
| Total                       | 5,000.00    | 0.00                         | 5,000.00 | 5,000.00               |          |
| <b>TOTAL EXPENDITURES*:</b> |             |                              |          | <b>5,000.00</b>        |          |

\* 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 <sup>(1)</sup> \_\_\_\_\_

I attest that this asset has been approved/appropriated in <sup>(2)</sup> \_\_\_\_\_

\_\_\_\_\_  
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.



NEW

Grant Title O/T for AA Co Tobacco Sales Compliance Project

Grant Award (\$) 5,000.00

Originating Department(s): APD

Dept Contact (Name/Phone): Beth Hart

| Expenditure Account         | Grant Award     | Budgeted Grant Appropriation | Variance        | Total per Expend. Type | Comments |
|-----------------------------|-----------------|------------------------------|-----------------|------------------------|----------|
| Salaries                    |                 |                              |                 | 0.00                   |          |
| Benefits                    |                 |                              |                 | 0.00                   |          |
| Overtime                    | 5,000.00        | 0.00                         | 5,000.00        | 5,000.00               |          |
| 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                   |          |
| <b>Sub- Total</b>           | <b>5,000.00</b> | <b>0.00</b>                  | <b>5,000.00</b> | <b>5,000.00</b>        |          |
| <b>LOCAL MATCH</b>          |                 |                              |                 |                        |          |
| <b>Total</b>                | <b>5,000.00</b> | <b>0.00</b>                  | <b>5,000.00</b> | <b>5,000.00</b>        |          |
| <b>TOTAL EXPENDITURES*:</b> |                 |                              |                 | <b>5,000.00</b>        |          |

\* 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 <sup>(1)</sup> \_\_\_\_\_

I attest that this asset has been approved/appropriated in <sup>(2)</sup> \_\_\_\_\_

\_\_\_\_\_  
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.



Grant Title Overtime for AA County Tobacco Sales Compliance Project

Grant Award (\$) 5,000.00

Originating Department(s): Police Department

Dept Contact (Name/Phone): Beth Hart ext. 7979

| 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                   |            |
| <b>Total</b>         | <b>5,000.00</b> | <b>0.00</b> | <b>0.00</b>      | <b>0.00</b> | <b>5,000.00</b>        |            |

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

APD  
Department

\_\_\_\_ Match is required. Match will be met in the form of <sup>(1)</sup> \_\_\_\_\_

I attest that this asset has been approved/appropriated in <sup>(2)</sup> \_\_\_\_\_

\_\_\_\_\_  
Department Director Signature/Date

\_\_\_\_\_  
Department

**COMMENTS:**

<sup>(1)</sup> Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

<sup>(2)</sup> Examples: FY \_\_\_ operating budget, a memorandum of understanding, City Council resolution/ordinance.

## GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement"), made this 7<sup>th</sup> day of September, 2016, by and between the ANNE ARUNDEL COUNTY DEPARTMENT OF HEALTH ("AACDOH"), as an agency or instrumentality of Maryland State Government, and ANNAPOLIS POLICE DEPARTMENT ("the Sub-Grantee").

WHEREAS, the State of Maryland has awarded funds to the State of Maryland Department of Health and Mental Hygiene (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, contingent upon availability of funds. The grant shall be disbursed upon complete approval of the grant agreement and upon receipt of a proper Request for Payment (Attachment A) 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 FY17 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.
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 B) and submit with fiscal information
5. Submit Request for Payment no later than June 15, 2017.

B. Responsibilities of the AACDOH:

1. Review, approve and submit completed purchase requisition, W-9 tax form and Request for Payment to AACDOH Finance office for payment within 5 days of receipt. Checks will

be mailed to address provided on the W-9 tax form unless other arrangements are requested.

4. Term.

The services that are subject to the Grant are to begin August 1, 2016, and terminate June 30, 2017.

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. Written Request for Payment
- d. The Maryland Department of Health and Mental Hygiene require local health department subvendors to provide an Annual Report (DHMH 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: [hdlor00@aacounty.org](mailto:hdlor00@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 Annapolis Police Department is:

Michael A. Pristoop  
Chief of Police  
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.

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. Disclosure Protection.

The Sub-Grantee shall adopt and maintain any and all policies and procedures necessary to provide its employees with Disclosure Protection consistent with Section 6-2-107 of the Anne Arundel County Code.

19. 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

Deborah McElroy  
Witness

BY: [Signature]  
Jinlene Chan, M.D., M.P.H.  
Health Officer

ANNAPOLIS POLICE DEPARTMENT

\_\_\_\_\_  
Witness

BY: [Signature] 8/22/16  
Michael A. Pristoop  
Chief of Police