

GA-34-18

Page 1 of 2



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 410-268-9000Department Annapolis Police DepartmentThis 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 Alcohol Compliance ProjectGrantor 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 1/30/18

Department _____

Routing

	Initials	Date In	Date Out	Comments
<input checked="" type="checkbox"/> Originating Dept Director				
<input checked="" type="checkbox"/> Grants Coordinator	MP	1/30	1/30	
<input checked="" type="checkbox"/> Finance Director	BM	1/30	1/30	
<input checked="" type="checkbox"/> City Attorney				Asbury signed 1/17/2018
<input checked="" type="checkbox"/> City Manager	AM	1/31	1/31	
<input checked="" type="checkbox"/> Mayor	AB	1/31		
<input checked="" type="checkbox"/> City Clerk		2/1		
<input checked="" type="checkbox"/> Finance Committee		2/14		
Finance Dept				
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 alcohol 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 alcohol 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.



City of Annapolis
100 Duke of Gloucester St
Annapolis, MD 21401

GRANT BUDGET FORM

1/29/2018

Grant Title Overline for AA County Alcohol Sales Compliance Project

Grant Award (\$) 5,000.00

Originating Department(s): Police Department

Dept Contact (Name/Phone): Captain Christopher Amos/ 410-268-9000

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	County State	Local (Matching)	Other		
Salaries					0.00	
Benefits					0.00	
Overtime		5,000.00			5,000.00	Officer O1
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	5,000.00	

TOTAL EXPENDITURES: 5,000.00

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

X Match is not required
X

Department Director Signature/Date

Police

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

**Memorandum of Understanding
Between
City of Annapolis / Annapolis Police Department
And
Anne Arundel County Department of Health**

Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define and clarify the roles and responsibilities of the City of Annapolis, a municipal corporation of the State of Maryland, on behalf of the Annapolis Police Department (collectively, "APD") and the Anne Arundel County Department of Health, as an agent or instrumentality of the State of Maryland ("AACDOH") for conducting alcohol compliance checks in City of Annapolis licensed establishments.

The objective of alcohol compliance checks is to prevent underage persons from accessing alcohol directly from retail establishments. Using an underage person, the police will send he/she into a licensed establishment to try to purchase alcohol. If alcohol is not sold to the underage person, the establishment has passed the compliance check. If alcohol is sold to the underage person, the establishment will be issued a citation and will testify before the City of Annapolis Alcohol Beverage Control Board.

A. Term

The term of this MOU shall be effective from the date of signature through June 30, 2018. All services must be rendered within this term period. If termination is requested by either party, with or without cause, written notification of intent to terminate shall be provided at least ninety (90) calendar days prior to the termination date.

All amendments and modifications to this MOU shall be in writing, have a specified effective date, and signed by both parties.

B. Cost and Labor

The AACDOH shall reimburse the APD in an amount not to exceed five thousand dollars (\$5,000) at the completion of twenty (20) compliance checks.

Each party to this MOU shall be solely responsible for providing any and all labor that may be necessary to accomplish its responsibilities under this MOU, whether through employees, agents, contractors, volunteers and/or other third parties.

C. Responsibilities of the Annapolis Police Department

APD shall:

1. Schedule officers available to conduct alcohol compliance checks.
2. Develop a plan of establishments to check for compliance.
3. Recruit an underage person to assist police with compliance checks.
4. Write a press release to submit to the Capital Gazette newspaper and other media outlets publishing results of compliance checks.
5. Submit invoice to AACDOH with required report. Report will include: date of compliance checks, list of establishments checked, list of non-compliant establishments.

D. Responsibilities of the Anne Arundel County Department of Health

AACDOH shall:

1. Provide technical assistance for compliance checks.
2. Work with APD to address questions concerning the strategy and payment.
3. Verify invoice and make appropriate payment.

E. General Conditions

This MOU shall be governed by, subject to, and construed according to all the laws of the State of Maryland and Anne Arundel County. All participants shall comply with all applicable Federal, State and local laws. This MOU sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this MOU. No waiver, alteration or modification of any provisions of this MOU shall be binding unless evidenced by a written agreement signed by duly authorized representatives of the two parties.

The parties shall generate and maintain all records in support of their responsibilities under this MOU for three (3) years from the date of this MOU. These records shall be made available, upon reasonable written request, to any of the other parties to this MOU.

Whenever the concurrence or approval of any party is required, such concurrence or approval shall not be unreasonably withheld or delayed, and the parties agree to cooperate with each other to accomplish the terms and conditions of this MOU.

Nothing contained in this MOU shall be construed to constitute any one party as an agent, representative or employee of any other party. Nor shall anything contained in this MOU

be construed in any manner to create any relationship between the parties other than what is expressly specified herein, and the parties shall not be considered partners or co-ventures for any purpose on account of this MOU.

Any notice required or permitted under this Memorandum of Understanding will be in writing and hand delivered or mailed, postage prepaid by the other to:

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

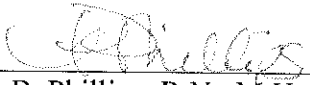
Chief of Police
Annapolis Police Department
199 Taylor Avenue
Annapolis, MD 21401

F. Resolution of Disputes

Any disputes between APD and AACDOH will be resolved at the program level or referred to the departmental level for resolution.

In all actions arising from this MOU, the laws of the State of Maryland shall govern, and the venue for all actions initiated pursuant to this MOU shall be exclusively the Courts of Anne Arundel County, Maryland. The parties hereby waive jury trial in all actions initiated pursuant to this MOU.

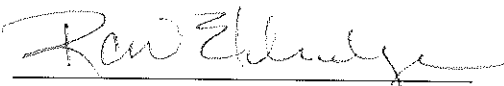
ANNE ARUNDEL COUNTY DEPARTMENT OF HEALTH


By: Frances B. Phillips, R.N., M.H.A.
Title: Acting Health Officer

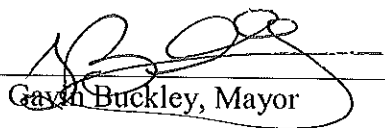
Date: 1/9/18

ATTEST:

CITY OF ANNAPOLIS

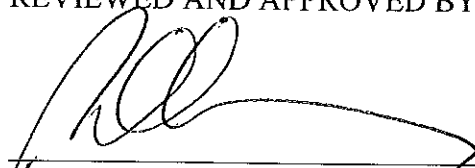

Regina C. Watkins-Eldridge, MMC,
City Clerk

By:

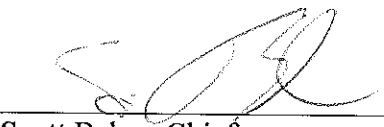

Gayle Buckley, Mayor

APPROVED FOR FINANCIAL SUFFICIENCY: REVIEWED AND APPROVED BY:


Bruce T. Miller, Director


Thomas C. Andrews, City Manager

REVIEWED AND APPROVED BY:


Scott Baker, Chief
Annapolis Police Department

APPROVED FOR FORM AND LEGAL SUFFICIENCY:


Cheryl Jernard 01/17/2018
OFFICE OF THE CITY ATTORNEY

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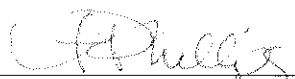
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Annapolis Police Department
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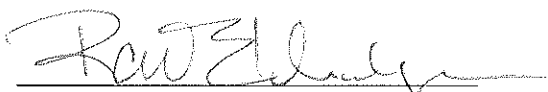
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ANNE ARUNDEL COUNTY DEPARTMENT OF HEALTH


By: Frances B. Phillips, R.N., M.H.A.
Title: Acting Health Officer
Date: 1/17/18

ATTEST:

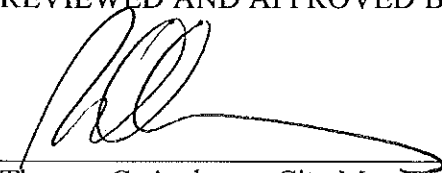
CITY OF ANNAPOLIS


Regina C. Watkins-Eldridge, MMC,
City Clerk


By: 
Gavin Buckley, Mayor

APPROVED FOR FINANCIAL SUFFICIENCY: REVIEWED AND APPROVED BY:

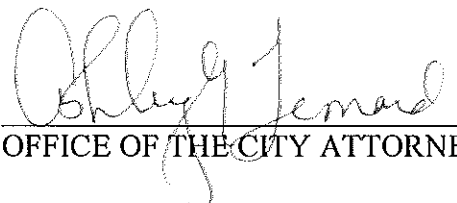

Bruce T. Miller, Director


Thomas C. Andrews, City Manager

REVIEWED AND APPROVED BY:


Scott Baker, Chief
Annapolis Police Department

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

 01/17/2018
OFFICE OF THE CITY ATTORNEY



Deborah Mellon <hddmello@aacounty.org>

Documents for signature - Fran is holding

1 message

Deborah Mellon <hddmello@aacounty.org>

Wed, Jan 3, 2018 at 10:42 AM

To: Jennifer Ellis <hdelli25@aacounty.org>, Ada McNally <hdmna22@aacounty.org>

Cc: "O'Neill, Sandra" <hdonei00@aacounty.org>

Fran asked me to hold the following documents pending a meeting with Prevention which she said Sandy will schedule.

Mou with Annapolis City Police Department (\$5,000) for alcohol compliance
and MOU with A.A. County Police (\$20,000) for alcohol compliance

I have these on my desk.
Debbie 1/3/18

Deborah L. Mellon

Assistant to the Health Officer
Anne Arundel County Department of Health
3 Harry S. Truman Parkway
Annapolis, Maryland 21401
Phone: 410-222-7376 Fax 410-222-4436
E-mail: hddmello@aacounty.org
www.aahealth.org

Our Vision is "A vibrant Anne Arundel County with healthy people in healthy communities" and Our Mission is "to preserve, promote and protect the health of all people who live, work and play in Anne Arundel County".

CONFIDENTIALITY NOTICE: This document may contain protected confidential Health Department information belonging to the sender that is privileged. The information is intended only for the use of the individual(s) as addressed. This information cannot be forwarded or shared if it violates any confidentiality provisions of the Health General Article of the Maryland Annotated Code and/or HIPAA regulations.