

City of Annapolis

Supplemental Appropriation from Surplus Funds

Fund: Grant Fund **Control Number:** SA-22-23
Department: Police **Date:** 12/15/2022
Source of Surplus Funds: Governor's Office of Crime Control and Prevention

Account Name	Allocation of Appropriation for
Revenue:	
State Grant Revenue	\$5,000
Expenditure:	
State Grant Expense	5,000

In Process

Explanation:

This supplemental allocation appropriates \$5,000 from the Governor's Office of Crime Control and Prevention for the Maryland Criminal Intelligence Network Sub-Grant. The grant was not included in the FY2023 budget. No match is required.

Approved by:

Joanna D. Dickinson

12/15/2022 | 7:15 AM PST

Finance Director

Date

Michael Mallinoff

12/15/2022 | 12:36 PM EST

City Manager

Date

Edward C. Jackson

12/16/2022 | 7:15 AM PST

Department Director

Date

[Signature]

12/16/2022 | 11:50 AM EST

Mayor

Date

Finance Committee

Date

City Council

Date

CM: City Manager approved transfers of appropriations of \$25,000 or less from one line item to another within a fund.

CM's do not increase the total budget or the budget for any fund.

FT: Fund Transfers of appropriations greater than \$25,000 from one line item to another within a fund.

These are also used for fund transfers from the contingency account, bond proceeds, or from one fund to another, regardless of the amount. FT's do not increase the total budget.

SA: Supplemental Appropriations from revenue not anticipated in the budget or in excess of that anticipated in the budget.

SA's increase the total budget.

MARYLAND CRIMINAL INTELLIGENCE NETWORK SUB-GRANT AGREEMENT

THIS MARYLAND CRIMINAL INTELLIGENCE NETWORK SUB-GRANT AGREEMENT, made and entered into this 1st day of July, 2022 by and between Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland (the "County"), and the City of Annapolis, a municipal corporation of the State of Maryland ("the City").

WHEREAS, the Governor's Office of Crime Prevention has made funds available to local jurisdictions to coordinate tactics, resources, information, and intelligence for the purpose of targeting gangs and violent criminal networks involved in the distribution of illegal drugs, firearms, human trafficking, and other inherently violent criminal enterprises; and

WHEREAS, the State awarded grant funds to the County in an amount not to exceed \$601,511 for the current fiscal year (FY23) to achieve these goals (the "Grant"), all as further described in a Grant Agreement dated August 8, 2022 attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the County Council has appropriated funds for distribution related to the Grant; and

WHEREAS, the State of Maryland has directed that a portion of these Grant funds should be sub-granted to the City in order to ensure parity of services within the parties respective jurisdictions; and

WHEREAS, the City has determined that the receipt of such Grant funds is essential to its efforts to achieve these state goals within its jurisdiction.

NOW THEREFORE, by this Agreement and the mutual covenants and promises contained herein, the parties do hereby agree as follows.

1. The Grant and the Sub-Grant.

a. The parties acknowledge that the Grant was provided to the County for the purposes stated above. The County is sub-granting \$5,000 to the City pursuant to the State's directive to ensure parity of services between the jurisdictions.

b. The County shall disburse the sub-granted funds to the City on a reimbursement basis. In order to qualify for reimbursement, the City shall submit a reporting packet that shall consist of the completed MCIN Activity Sheets (a blank copy of which is attached hereto as Exhibit B), the completed Governor's Office of Crime Prevention Performance Measures and Progress Report Questions (a blank copy of which is attached hereto as Exhibit C), detailed timesheets documenting the Officers names, hourly rate of pay, dates and times worked, and a summary invoice detailing all reimbursement amounts requested.

c. The County shall have no independent financial obligation under this Agreement outside of the requirements of the Grant, and all amounts payable by the County are subject to appropriation and availability of funds.

2. Term.

The term of this Agreement shall be July 1, 2022 through June 30, 2023 (the "Term").

3. Establishment and Maintenance of Records.

The City shall maintain records of all actions, and accurate books of accounts for all funds received with full documentation to substantiate each transaction. Records shall be retained for a period of at least four (4) years after receipt of the final payment under this Agreement, or four (4) years after the audit pertaining to this Agreement, whichever is later.

4. Reports.

At the conclusion of each quarter (October 1, 2022, January 1, 2023, April 1, 2023, and July 1, 2023), the City shall submit all records to the County's MCIN Coordinator for review and final approval. The MCIN Coordinator shall have the option to request any additional information, reports, records, or clarifications that may be necessary to satisfy the requirement of the Grant or this Sub-Grant.

5. Termination.

The County may terminate this Agreement upon thirty (30) days written notice to the City, stating the effective date of the termination, or immediately, if the Grant is terminated.

6. Public Information.

The City agrees to treat all requests for information from members of the public as requests made under the Maryland Public Information Act, whether or not the City is governed by the Act. The City agrees to respond to all requests for information in the manner required by the Act. The City may withhold from disclosure all documents for which disclosure is not required by the Act.

7. Nondiscrimination.

The City 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.

8. Administrator of the Sub-Grant.

The Administrator of the Grant for the County is Brian Carney, or his successor or designee. The Grant Administrator's telephone number is (410) 222-3030, and office address is 8666 Veteran's Highway, Millersville Maryland 21108. The City shall keep the Grant Administrator informed of the name, telephone number, and address of the Chief Executive Officer of the City or the Chief Executive Officer's designee.

9. Notices.

Notices to the parties shall be directed as follows:

COUNTY: ANNE ARUNDEL COUNTY POLICE DEPT.
ATTN: Lori Gentile
8666 Veteran's Highway
Millersville, MD 21108

GRANTEE: CITY OF ANNAPOLIS
ATTN: Lt. Dave Miguez
199 Taylor Ave
Annapolis, MD 21401

10. Nonassignment of Sub-Grant Funds.

No assignment of funds shall be permitted unless agreed to in writing by the County and the City.

11. No Pledge of County Credit.

The City agrees that it will not pledge the full faith and credit of the County and will not obligate the County to incur any pecuniary liability other than the Sub-Grant to the City as provided for herein.

12. Independent Contractor Relationship.

In the performance of this Agreement, the City, and the City's employees, agents, and subcontractors, shall act solely as an independent contractors, 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 County and the City or the City's employees, agents, or subcontractors.

13. Non-Waiver of Governmental Immunity.

It is understood and agreed by the execution of this Agreement that neither party waives any rights of governmental immunity which it may have in any damage suits against it, and that each party reserves the right to plead governmental immunity in such suit in law or in equity or such pleading as is appropriate notwithstanding the execution of this Agreement.

14. 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.

15. Amendments.

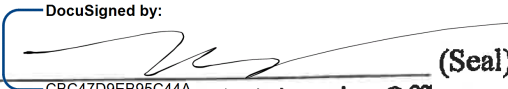
a. The County and the City may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the City from its obligations under this Agreement.

b. The County may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services or time of performances as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and the City.

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

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

DocuSigned by:
By:  (Seal)
CBC47D9EB95C44A
Matthew J. Power, Chief Administrative Officer

ATTEST:

CITY OF ANNAPOLIS



By:  (Seal)
Gavin Buckley, Mayor

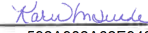
APPROVED FOR FORM AND LEGAL SUFFICIENCY

By Gregory J. Swain, County Attorney

By: 
Jason Fetterman
Senior Assistant County Attorney

9/13/22
Date


APPROVED FOR SUFFICIENT FUNDS

DocuSigned by:
Approved as to Availability of Funds
for Current Fiscal Year

592A982A62E9439...

Karin, McQuade
Anne Arundel County Office of Finance

9/15/2022
Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY:


Office of Law
D. Michael Lyles, City Attorney

9-2-2022
Date

**EXHIBIT A
GRANT**

See attached pages.

In Process

Exhibit A

Regional Monitor:
Fiscal Specialist:Jones, Quentin
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	MCIN-2023-0003
Sub-recipient:	Anne Arundel County, Maryland
Project Title:	Anne Arundel County MCIN Coalition
Implementing Agency:	Anne Arundel County Police Department Headquarters
Award Period:	07/01/2022 - 06/30/2023 CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$601,511.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$601,511.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
AAcounty MCIN Program Coordinator	Fringe	Grant Funds	\$5,569.00
AAcounty MCIN Program Coordinator	Salary	Grant Funds	\$72,800.00
AACounty Heroin Coordinator	Fringe	Grant Funds	\$5,569.00
AACounty Heroin Coordinator	Salary	Grant Funds	\$72,800.00
AACounty Police O/T Investigations	Overtime	Grant Funds	\$155,000.00
Fire Arms Examiner	Overtime	Grant Funds	\$10,000.00

Personnel Total: **\$321,738.00****Contractual Services**

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Law Enforcement Annapolis City PD	Grant Funds	0	\$0.00	\$5,000.00
Allied Law Enforcement State Police	Grant Funds	1	\$0.00	\$10,000.00
SAO Dedicated MCIN Assistance State's Attorney	Grant Funds	1	\$0.00	\$102,924.00
SAO Intelligence & Media Analyst	Grant Funds	1	\$0.00	\$61,295.00
SAO Semantica Hosting Annual Cost	Grant Funds	1	\$0.00	\$12,000.00
Sheriff's Office MCIN Crime Analyst	Grant Funds	1	\$0.00	\$67,174.00

Contractual Services Total: **\$258,393.00****Other**

Description	Funding	Quantity	Unit Cost	Total Budget
Cellebrite Annual Maintenance	Grant Funds	0	\$0.00	\$4,880.00
Semantica License and Training	Grant Funds	0	\$0.00	\$16,500.00

Other Total: **\$21,380.00**

Approved:

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 8/4/2022



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Budget Notice

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Sub-recipient:	Anne Arundel County, Maryland
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	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$601,511.00

In Process

Certificate Of Completion

Envelope Id: ACA3CD77A7F44B84B7074F81A256543F

Status: Sent

Subject: Please DocuSign: Supplemental Appropriation from Surplus Funds Form

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

Katie Connolly

AutoNav: Enabled

160 Duke of Gloucester St

Envelopeld Stamping: Enabled

Annapolis, MD 21401

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kconnolly@annapolis.gov

IP Address: 137.103.93.157

Record Tracking

Status: Original

Holder: Katie Connolly

Location: DocuSign

12/15/2022 8:26:37 AM

kconnolly@annapolis.gov

Signer Events**Signature****Timestamp**

Katie Connolly

Completed

Sent: 12/15/2022 9:16:18 AM

kconnolly@annapolis.gov

Viewed: 12/15/2022 9:16:33 AM

Senior Accountant

Signed: 12/15/2022 9:16:56 AM

Security Level: Email, Account Authentication
(None)

Using IP Address: 137.103.93.157

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Joanna D. Dickinson

Joanna D. Dickinson

Sent: 12/15/2022 9:16:59 AM

jddickinson@annapolis.gov

Viewed: 12/15/2022 10:14:51 AM

Finance Director

Signed: 12/15/2022 10:15:22 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 96.244.10.66

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael Mallinoff

Michael Mallinoff

Sent: 12/15/2022 10:15:25 AM

mmallinoff@annapolis.gov

Viewed: 12/15/2022 12:35:57 PM

City Manager

Signed: 12/15/2022 12:36:05 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 96.244.10.66

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Edward C. Jackson

Edward C. Jackson

Sent: 12/15/2022 12:36:08 PM

ecjackson@annapolis.gov

Viewed: 12/15/2022 1:18:34 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 96.234.156.18

Electronic Record and Signature Disclosure:

Accepted: 12/13/2022 12:34:57 PM

ID: 8df8eb25-712e-4845-89a1-bfec773385b3

Company Name: City of Annapolis

Signer Events	Signature	Timestamp
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Mayor Gavin Buckley
mayorbuckley@annapolis.gov
Mayor
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 96.244.10.66

Sent: 12/16/2022 10:15:48 AM
Viewed: 12/16/2022 11:49:50 AM
Signed: 12/16/2022 11:50:18 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ald. Eleanor Tierney
aldtierney@annapolis.gov
Alderson - Ward 1
Security Level: Email, Account Authentication (None)

Sent: 12/16/2022 11:50:25 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Regina Watkins-Eldridge
rceldridge@annapolis.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Katie Connolly
kconnolly@annapolis.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kalyn Jackson
kajackson@annapolis.gov
City Council Associate
City of Annapolis
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/16/2022 11:50:22 AM
Viewed: 12/16/2022 1:13:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Julie Donnelly
jpdonnelly@annapolis.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/15/2022 9:16:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Annapolis (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Annapolis:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: saconner@annapolis.gov

To advise City of Annapolis of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at saconner@annapolis.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Annapolis

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to saconner@annapolis.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Annapolis

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to saconner@annapolis.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Annapolis as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Annapolis during the course of your relationship with City of Annapolis.