

RESOLUTION NO. 2092
AS AMENDED ON AUGUST 22, 2011

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND ALLOWING THE CHIEF OF POLICE TO SIGN A MEMORANDUM OF AGREEMENT AND TO ACCEPT FUNDS IN COOPERATION WITH THE WICOMICO COUNTY HEALTH DEPARTMENT DRUG PREVENTION OFFICE TO PROVIDE FOR OVERTIME REIMBURSEMENT TO POLICE OFFICERS PARTICIPATING IN A PROGRAM INTENDED TO REDUCE UNDER-AGE DRINKING IN THE CITY OF SALISBURY.

WHEREAS, the Wicomico County Drug Prevention Office and the Salisbury Police Department will enter into a Memorandum of Agreement which will commence on or about August 1, 2011 and terminate by June 30, 2012; and

WHEREAS, the Wicomico County Health Department's Drug Prevention Office, the Salisbury Police Department, State Police Cadets and the Liquor License Office will cooperate successfully in serving the people of Salisbury/Wicomico County; and

WHEREAS, grant funding has been designated for proactive enforcement efforts to include underage compliance checks, party patrols, keg registration checks and SU freshmen orientation; and

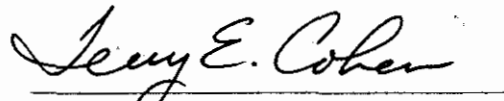
WHEREAS, the use of overtime funds will allow increased police presence for the enforcement of the underage drinking laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the Chief of Police be allowed to sign a Memorandum of Agreement and accept grant funds in the amount of ~~\$15,000.00~~ \$14,000.00 to be used for overtime reimbursement to enforce the laws relating to underage drinking within the City of Salisbury.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury, Maryland held on August 22, 2011 and is to become effective immediately upon adoption.

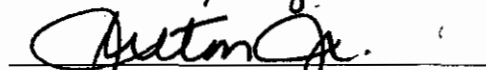
ATTEST:


Brenda J. Colegrove, City Clerk


Terry E. Cohen, President
Salisbury City Council

APPROVED BY ME THIS:

3rd day of August, 2011


James Wretton, Jr., Mayor



Wicomico County Health Department

108 East Main Street
Salisbury, Maryland 21801

410-749-1244
FAX: 410-543-6975
TDD: 410-543-6952

LORI BREWSTER, M.S., APRN/BC, LCADC
HEALTH OFFICER



MEMORANDUM OF AGREEMENT

This Memorandum of Understanding/Agreement, dated July 29, 2011, and entitled Enforcing the Underage Drinking Laws Grant 2011, hereby entered into between the Wicomico County Drug Prevention Office, a department of the Wicomico County Health Department, hereafter known as "Prevention" and the Salisbury City Police located at 699 West Salisbury Blvd., Salisbury, Maryland hereafter known as the "Salisbury Police". The services which are the subject of this Memorandum of Understanding/Agreement are to commence on or about August 1, 2011 and terminate by June 30, 2012.

This Memorandum of Understanding/Agreement may further be renewed dependent upon available funding.

The total cost to Prevention for the provision of the described services shall not exceed

~~\$15,000.00~~ \$14,000.00

This amount shall be payable to the Salisbury Police upon receipt of an invoice and in accordance with Section II of this Memorandum of Understanding/Agreement.

SECTION I: AGREEMENT MONITORS

The Agreement Monitor for the Prevention shall be:

Cynthia A. Shifler
Name (Typed)

Prevention Coordinator, Wicomico County Drug Prevention Office
Title (Typed)

Wicomico County Health Department, 108 E. Main Street, Salisbury, MD 21801
Business Address (Typed)

410-219-7544 or FAX 410-548-5184
Business Telephone Number (Typed)

The Prevention's Agreement Monitor is the primary point of contact for matters relating to this Agreement. The Salisbury Police shall contact this person immediately if they are unable to fulfill any of the requirements of, or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement Monitor for Salisbury Police shall be:

Barbara Duncan
Name (Typed)

Chief
Title (Typed)

Salisbury City Police, 699 West Salisbury Blvd., Salisbury, MD 21801
Business Address (Typed)

410-548-3165
Business Telephone Number (Typed)

The Salisbury Police Agreement Monitor is the primary point of contact for matters relating to this agreement.

SECTION II: DUTIES OF SALISBURY POLICE

The specific services to be provided by the Salisbury Police under this Memorandum of Agreement are as follows:

1. Underage Alcohol Compliance Checks will be completed by working in conjunction with the State Police Cadets and the Liquor License Office in Wicomico County. Salisbury Police will implement party patrols, keg registration checks and freshmen orientation at Salisbury University.
2. The Salisbury Police shall designate staff to lead/implement the Underage Alcohol Compliance Checks, party patrols, keg registration checks, and freshmen orientation at Salisbury University.
3. Data collected (underage drinking citations, adult citations, keg registration data, number of youth that attended freshmen orientation, crime and violence related data due to underage drinking) during Compliance Checks will be provided to Prevention on a quarterly basis. The quarterly time frames and due dates are as follows: **7/1 to 9/30 due 10/12, 10/1 to 12/31 due 1/12, and 1/1 to 3/31 due 4/12. All quarterly reports must be submitted by the due date. Forms must be completed and submitted to Prevention whether funds were spent during that time or not.**

4. Participation in the OJJDP DCTAT report is required by the Federal Funding source (twice a year: July 1-December 31 due by January 12, January 1 – June 30, due by July 12).
5. **Unspent funds must be reported to the Prevention Agreement Monitor, no later than 2/1/2012.**
6. **Request for Funds (payments) will NOT be processed until all required Quarterly Reports and/or Federal reports are received by Prevention Agreement Monitor. Invoices can be submitted to Prevention upon the completion of tasks or on a quarterly basis.**
Reimbursement requires the submission of an invoice that includes the following: Date, Pay to the Order of, Address, Federal ID #, Amount Due with time period and staff. Documentation of staff and time used must be submitted as well.
7. Funds can only be spent for over-time in the areas noted in #1. Any changes to this must be submitted in writing to the Prevention Agreement Monitor so that a budget modification can be completed. Those funds cannot be spent until an approval is received from GOCCP.
8. Staff, records, and premises must be made readily available to State representatives for monitoring and auditing purposes during and after the funding period, and must comply with the funding assurances and conditions as described in the award package.
9. In addition, the GOCCP Program Division Chief, Manager, or Monitor may request an Annual Progress Report from the Prevention Agreement Monitor. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategic plan and complies with federal requirements. For this reason, additional reporting may be required of the Salisbury Police. Failure to submit these reports in the prescribed time will prevent the draw down of funds.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents, describing projects or programs funded in whole or in part with Federal money, the Salisbury Police shall clearly state the percentage of the total cost of the program or project which will be financed with Federal money, and the dollar amount of Federal funds for the project or program. The Governor's Office of Crime Control and Prevention support must be noted in any press releases, brochures, materials, or RFP's related to this grant.
11. When issuing public statements, press releases, or other documents related to this project or when conferences, seminars, workshops, or

forums are held in reference to this project, the Salisbury Police agrees that the source of funding for this project and the role of the GOCCP must and will be clearly acknowledged. The Salisbury Police will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Control and Prevention funded this project under grant number 2011-EU-0018. All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

12. The Salisbury Police affirms that it shall not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment. The Salisbury Police also agrees to include a provision similar to that contained in the preceding sentence in any underlying subcontract, except a subcontract for standard commercial supplies or raw material.
13. The grant award or rate shall be renegotiated in the event that funding to the Governor's Office of Crime Control and Prevention is increased or decreased for this program during the term of the grant.

SECTION III: DUTIES OF PREVENTION

1. Prevention shall provide payment to the Salisbury Police for services rendered two to three weeks after the receipt of a clean invoice.
2. Prevention will submit data and information, received from the Salisbury Police, in required reports for the Enforcing Underage Drinking Laws grant.
3. Prevention will monitor paper work and fiscal requirements to ensure the proper use of funds.

SECTION IV: SIGNATURES

In acknowledgement of the foregoing description of the services and requirements of this Agreement, these authorized signatories of Prevention and the Salisbury Police do hereby attest to their acceptance of the terms and conditions of this Agreement.

For the Wicomico County Health Department

Lori Brewster

8/4/11

Signature

Date

Lori Brewster MS, APRN/BC, LCADC
Health Officer

For the Salisbury Police

Signature

Date

Barbara Duncan

Chief

For Wicomico County Drug Prevention

Cynthia A. Shifler

8/8/2011

Signature

Date

Cynthia A. Shifler, CPP
Prevention Coordinator

City of Salisbury



JAMES IRETON, JR.
MAYOR

JOHN R. PICK
CITY ADMINISTRATOR

LORÉ CHAMBERS
ASSISTANT CITY ADMINISTRATOR

MARYLAND

699 W. SALISBURY PARKWAY
SALISBURY, MARYLAND 21801
Tel.: 410-548-3165
Fax: 410-548-5173

BARBARA DUNCAN
CHIEF OF POLICE
SALISBURY POLICE DEPARTMENT

August 11, 2011

TO: John Pick
City Administrator

FROM: Major David Meienschein

SUBJECT: Resolution – Underage Drinking

Attached, please find a Resolution allowing the Chief of Police to sign a Memorandum of Agreement and accept grant funding in the amount of \$15,000.00 from the Wicomico County Health Department's Drug Prevention Office for a grant entitled "Enforcing the Underage Drinking Laws". This grant will provide overtime reimbursement to police officers participating in neighborhood patrols intended to reduce underage drinking. We will be working in cooperation with State Police cadets and the Liquor License Office by implementing underage alcohol compliance checks, party patrols, keg registration checks and freshmen orientation at Salisbury University.

Unless you, or the Mayor, have further questions, please forward this Resolution to the City Council.

Major David T. Meienschein
Administrative Commander

Salisbury



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