

GA-25-14

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: Jeanne Coughlin Dept: FIRE Phone: 410-263-7975

This is a request to

- review, approve, and/or sign a grant agreement/award
- other


Grant title: MIEMSS Matching AED/Monitor Grant FY2016

Grantor: MIEMSS - State of Maryland Amount: \$ 14132.00

Attestation:

- Match is *not* required.
- Match is required. Match will be met in the form of ¹ Fire Department Budget for Supplies

I attest that this asset has been approved/appropriated in ² FY2016

 FIRE 12/29/15
 Department Director signature Dept Date

Routing	Initials	Date		Comments
		In	Out	
<input checked="" type="checkbox"/> originating Dept Director	<u>JCS</u>	<u>12/29/15</u>	<u>12/29/15</u>	
<input checked="" type="checkbox"/> Grants Coordinator	<u>NSP</u>	<u>12/30</u>	<u>12/30</u>	<u>to Law; back to Finance</u>
<input checked="" type="checkbox"/> Finance Director	<u>BTM</u>	<u>12/31</u>	<u>12/31</u>	
<input checked="" type="checkbox"/> City Attorney	<u>QJZ</u>	<u>12/30</u>	<u>12/31</u>	<u>To Finance</u>
<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				

Return to Originating Department

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		

Each year the City of Annapolis Fire Department requests their share of the funds allocated to Region III from MIEMSS (Maryland Institute of Emergency Medical Services Systems) for AED units and monitors.

These funds are used to purchase new AED/Monitors for the Annapolis Fire Department. There is a 50% match required.

This FY2016, the Annapolis Fire Department plans to purchase a replacement Physio Control LifePak 15 Monitor/Defibrillator at a total cost of \$28,264.27 with trade-in. This is to replace a unit that is currently in service that will be expiring.

This grant would pay half (\$14,132.00) and the other half (\$14,132.27) would come from the Annapolis Fire Department Supplies account already budget in FY2016.

Should we not be able to use these funds, we need to advise MIEMSS by March 18, 2016. These purchases are to be completed by May 13, 2016 and all invoices for reimbursement are due to MIEMSS from the Annapolis Fire Department by May 27, 2016. By September 1, 2017, the Annapolis Fire Department will provide MIEMSS with an itemized list of expenditures purchased with these funds. Since the units have a fair market value of \$5000 or more, we will have to maintain insurance on them for full protection against loss, damage or destruction for either five years or the useful life of the monitor.

¹ Examples: 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 BUDGET FORM

12/29/2015

Grant Title MIEMSS AED/MONITOR Matching Grant FY 2016

Grant Award (\$) 14,132.00

Originating Department(s): FIRE

Dept Contact (Name/Phone): Jeanne Coughlin 410-263-7975

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries					0.00	
Benefits					0.00	
Overtime					0.00	
Supplies		14,132.00	14,132.27		28,264.27	
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	0.00	14,132.00	14,132.27	0.00	28,264.27	

TOTAL EXPENDITURES*: 28,264.27

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

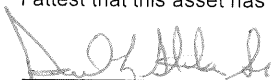
Match is not required.

Department Director Signature/Date

Department

Match is required. Match will be met in the form of ⁽¹⁾ Fire Department Supplies Budget FY 2016

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

 12/29/15

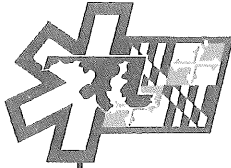
Department Director Signature/Date

FIRE

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.



State of Maryland

December 23, 2015

**Maryland
Institute for
Emergency Medical
Services Systems**

653 West Pratt Street
Baltimore, Maryland
21201-1536

Martin O'Malley
Governor

Donald L. DeVries, Jr., Esq.
Chairman
Emergency Medical
Services Board

D. L. Stokes, Sr.,
Fire Chief
Annapolis Fire Department
1790 Forest Drive
Annapolis, MD 21401

Dear Chief Stokes:

We are pleased to announce that your request for a MIEMSS Matching Fund Grant to purchase (1) LP 15 has been approved. MIEMSS has awarded \$14,132.00 in matching funds to enable your company to complete this purchase.

Please note, unless you have been awarded a hardship grant (100%), you are required to match the Grant with an equal amount of money in order to purchase the requested equipment. Matching funds do not include discounts, rebates, trade-ins or funds from other grants.

Prior to your purchase of this equipment, the attached agreement must be completed, properly executed by the entity receiving the grant and returned to Sherry Alban, MIEMSS Director of Finance, 653 West Pratt Street, Baltimore, MD 21201-1536. Please note the date sensitive requirements in paragraph one of the agreement. Once the executed agreement has been received, by MIEMSS, you will receive an official letter of grant award and a MIEMSS purchase order. At that time you may then begin the process of purchasing the equipment. The purchasing procedure is attached.

Additionally, MIEMSS is aware of the deadline that Physio-Control has imposed for the 2G to 3G modem conversion. Should you wish to redirect a portion of your award toward funding the 3G modem, please contact your Regional Administrator, and MIEMSS will amend your agreement to reflect the change.

Should you have questions regarding the agreement or purchasing procedures, please contact your MIEMSS Regional Office.
Congratulations on your award.

Sincerely,

Kevin G. Seaman, MD, FACEP
Executive Director, MIEMSS

Matching Fund Grant Agreement

This Agreement, entered into as of the date of the last signature, between the Maryland Institute for Emergency Medical Services Systems ("MIEMSS") located at The Murphy Building, 653 West Pratt Street, Baltimore, Maryland 21201 and the Annapolis Fire Department. (the "Association") located at 1790 Forest Drive, Annapolis, MD. 21401 is subject to the terms and conditions set forth below.

- the City of Annapolis, a municipal corporation of the State of Maryland on behalf of*
1. Effective on the date of this agreement, MIEMSS is extending to the Association a matching grant in the amount of \$14,132.00 (the "Grant") which shall be used to reimburse the Association for the purchase of one (1) LP 15 for use by the Association. In order to receive payment of the grant amount, the Association must provide MIEMSS with a copy of the invoice for the purchase of one (1) LP 15 and a letter on Association letterhead requesting reimbursement. The letter shall include the Association's Federal I.D. number and correct address, and shall be mailed to Sherry Alban, Director of Finance, Maryland Institute for Emergency Medical Services Systems, 653 West Pratt Street, Baltimore, Maryland 21201. All purchases from the FY 2016 Matching Fund Grant Program must be completed by May 13, 2016. All invoices for MIEMSS reimbursements must be received by May 27, 2016.
 2. The Association is required to match the Grant with an equal amount of Association money ("Matching Funds") in order to purchase the equipment identified in paragraph 1. Matching funds do not include discounts, rebates, trade ins or funds from other grants.
 3. Any expenditure of Grant funds that is not consistent with the purposes stated in paragraph 1 or which is not matched by Association Matching Funds as required in paragraph 2, may, in the unfettered judgment of MIEMSS, be disqualified. Should any expenditure be disqualified or should the Association violate any of the terms of this Agreement, MIEMSS may require repayment to the Maryland Emergency Medical System Operations Fund (the "EMS Fund"), an offset from any State grant to the Association in the current or succeeding fiscal year, and/or take other appropriate action. The Association shall repay to the EMS Fund any part of the Grant which is not used for the purposes stated in paragraph 1 or which is not matched by Association Matching Funds as required in paragraph 2 within 2 years after the date of this Agreement.
 4. Defibrillators purchased in whole or in part with this Grant shall be maintained by the Association to Federal Drug Administration standards.

*09/2
12/31/15*

5. The Association may not sell, lease, exchange give away or otherwise transfer or dispose of real or personal property or any part of or interest in real or personal property acquired with Grant funds without the prior written consent of MIEMSS. The Association shall give MIEMSS written notice at least 30 days before any such proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the EMS Fund a percentage of that portion of the Grant attributable to the particular real or personal property transferred or disposed of, unless MIEMSS and the Association agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1). MIEMSS shall have the right to make any elections available in connection with that computation.
6. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars or more, the Association shall, at its own expense, and for the reasonable useful life of that item or for 5 years, which ever is less, obtain and maintain insurance. The insurance shall provide full protection for the Association and the EMS Fund and the State against loss, damage, or destruction of or to the real or personal property. The Association shall, on request, provide MIEMSS with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment to the EMS Fund of the Grant, in the sole discretion of MIEMSS.
7. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other characteristic forbidden as a basis for discrimination by applicable laws. The Association hereby certifies that its Constitution or By-Laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
8. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:
 - A. Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or

grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy under the laws of the United States or any state;

- B. The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure this Grant or this Agreement, and the Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
 - C. The Association, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article, Annotated Code of Maryland is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Employment Security Administration, and has paid or arranged for the payment of all taxes due the State;
 - D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant;
 - E. Neither the Association, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Association, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.
9. On or before September 1, 2017, the Association shall provide to MIEMSS an itemized statement of expenditures, showing how the funds under this agreement were expended verified by an officer of the Association. The Association shall retain bills of sale, records and other satisfactory evidence of the acquisition, maintenance and retention of any real or personal property for at least 3 years after the date of this Agreement. MIEMSS, the Maryland Department of Budget and management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

10. The Association shall notify MIEMSS before March 18, 2016 if for any reason the Association is unable to use all or part of the funds extended under Item 1 above so that the funds may be allocated to other EMS providers requesting funds for the purchase of defibrillators or returned to the EMS Fund.
11. The law of Maryland shall govern this Agreement.
12. This Agreement shall bind the respective successors and assigns of the parties.
13. The Association may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of MIEMSS.
14. No amendment to this agreement is binding unless it is in writing and signed by the parties.
15. The individual executing this agreement on behalf of the Association represents that he or she is authorized by the Association to do so.

(the remainder of this page is intentionally blank)

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

Witness or Attest:

The

Signature

By: see attached
Signature

Printed Name

By: _____
Printed Name

Title: _____

Title: _____

The Maryland Institute for
Emergency Medical Services
Systems

By: _____
Kevin G. Seaman, M.D.
Executive Director

Approved as to form and legal sufficiency this _____ day of _____, 20__

Assistant Attorney General

ATTEST:

CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC,
City Clerk

By: Michael J. Pantelides, Mayor (Seal)

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:

Mickey Pleby for
Bruce T. Miller, Director
Finance Department *B Miller*

Thomas C. Andrews, City Manager

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Cashley Leonard 12/31/2015
OFFICE OF THE CITY ATTORNEY