GA-21-17

	EFING DOCUM	ENT		 	** * * * * * * * * * * * * * * * * * * *	rev. 2/13/13
From: Name: Je	anne Coughlin	Dept:	FIRE		Phone:	410-263-7975
	<i>to</i> eview, approve, and ther	l/or sign a gra	nt agreen	ent/award		
Grant title: MI	EMSS Matching AE	D/Monitor Gran	t FY2017			
Grantor: MI	MIEMSS - State of Maryland			_ Amount;	\$ 16,625.00	
✓ M	tion: fatch is <i>not</i> require fatch is required, ? Supplies		met in the	e form of 1	Fire Dep	eartment Budget
I attest that this asset has been approved/appropriated in ² FY2017 FIRE 12/21/16						
	Department Dire	ector signature		Dep	ot	Date
Routing V originati	ng Dept Director	Initials	In	Oate Out	Comments (1014 Pl	eter opgrade
Grants C	Coordinator	MY	12/21	12/21		
Finance	Director	PAL	12/22	12/22		
City Atto	orney	097	12/21	12/21	To F11	iance
City Man	nager		infor	12/22	-	J.w.:;
Mayor		My -	17/2	***************************************		
City Cle	rk	ROWE			* Retu	en to Finance
Finance	Committee			•		
Finance	Dept					
l		Return to Oi	elginating	nepartme	ent	

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., environ	nmental impact implications, notariza	ition 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.

This FY2017, the Annapolis Fire Department plans to use their share of the funding to purchase one (1) LP16 (LifePak Monitor/Defibrillator) with peripherals including case, various sized Blood Pressure cuffs, Sensors, Batteries and Supply Pouches. This is at a total cost of \$33,250.43.

There is a 50% match required. This grant would pay half (\$16,625.00) and the other half (\$16,625.43) would come from the Annapolis Fire Department Supplies account already budget in FY2017.

Should we not be able to use these funds, we need to advise MIEMSS by March 31, 2017. This would also be the deadline to get the acceptance to MIEMSS, although we should complete it sooner. These purchases are to be completed by May 12, 2017 and all invoices for reimbursement are due to MIEMSS from the Annapolis Fire Department by May 26, 2017. By September 1, 2018, the Annapolis Fire Department will provide MIEMSS with an itemized list of expenditures purchased with these funds.

² Examples: FY_Operating Budget, a memorandum of understanding, City Council resolution/ordinance.

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

GRANT BUDGET FORM

12/21/2016

Grant litte	MIEMSS AED/MO	NITOR Matchi	ng Grant FY 201	7	T-100	
Grant Award (\$)	16,625.00		Originating D	epartment(s):	FIRE	
			Dept Contact	(Name/Phone)	: Jeanne Coughlin	410-263-7975
			evenue Source			
Expenditure Account	Foderal	State	Local (Matching)	Other	Total per Expend. Type	Comments
Salaries					0.00	•
Benefits					0.00	
Overtime					0.00	
Supplies		16,625.00	16,625.43		33,250.43	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	******************	0.00	
Training & Education		41·1			0.00	,
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services	j				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	16,625.00	18,625.43	0.0	33,250.43	
			XPENDITURES:	33,2	250,43	
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Match is not required.						
	:	-		Depadment		•
Deparlment Director Si	gnature/Date			Боракицен		
X Match is required. Ma		_	Fire Departme	nt Supplies Bud	get FY 2017	
I allest that this asset has	s been approved/app	ropriated in ⁽²⁾		· ·		
D. O. Stoke	12/21/16		FIRE			
Department Director S	gnalure/Date	•		Department		•
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COMMENTS:						
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⁽¹⁾ Examples (Include dollar amounts if applicable) Cash match, equipment loan, staff salades, volunteer time, contribution from non-City agency.
(2) Examples: FY __ operating budget, a memorandum of understanding, City Council resolution/ordinance.

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 Annapolis City Fire Department (the "Association") located at 1790 Forest Drive, Annapolis, MD 21401 is subject to the terms and conditions set forth below.

- 1. Effective on the date of this agreement, MIEMSS is extending to the Association a matching grant in the amount of \$16,625.00 (the "Grant") which shall be used to reimburse the Association for the purchase of 1 Lifepak 15 Monitor 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 1 Lifepak 15 Monitor 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 2017 Matching Fund Grant Program must be completed by May 12, 2017. All invoices for MIEMSS reimbursements must be received by May 26, 2017.
- 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.
- Defibrillators purchased in whole or in part with this Grant shall be maintained by the Association to Federal Drug Administration standards.

- 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, 2018, 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 31, 2017 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)

Witness or Attest:	The
Signature	By: SEE ATTACHED PAGE. Signature
Printed Name	By:Printed Name
Title:	Title:
	The Maryland Institute for Emergency Medical Services Systems
	By:
proved as to form and legal sufficiency this	day of, 20
	Assistant Attorney General

ATTEST:	CITY OF ANNAPOLIS By:
Regina C. Watkins-Eldridge, MM© City Clerk	Michael J. Pantelides, Mayor (Seal)
APPROVED FOR FINANCIAL SUFFICIENCY:	REVIEWED AND APPROVED BY:
Bruce T. Miller, Director Finance Department	Fhomas C. Andrews, City Manager
APPROVED FOR FORM AND LEGAL SUFFICIENT OFFICE OF THE CITY ATTORNEY	NCY;