

## CITY OF SALISBURY

115 S. Division Street, Salisbury, MD 21801

#### WORK SESSION

125 N Division Street, Room 301, Salisbury, MD, 21801 Monday, May 12, 2025 7:00 PM

D'SHAWN M. DOUGHTY Council President ANGELA M. BLAKE Council Vice President APRIL R. JACKSON Councilwoman MICHELE R. GREGORY Councilwoman SHARON C. DASHIELL Councilwoman

#### CALL TO ORDER

## **ORDINANCE**

- Accepting Grant Funds from DNR for Boat Motor
   Ordinance authorizing the Mayor to enter into a contract with the Department of Natural
   Resources Waterway Improvement Fund (WIF) Grant for the purpose of accepting grant funds
   in the amount of \$2,156, and to approve a budget amendment to the grant fund to appropriate
   these funds for the Salisbury Fire Department
- Accepting Grant Funds & Grant Agreement from Tidal Health for the REACH Grant for SWIFT/MDCN
  - Ordinance authorizing the Mayor to enter into a contract with Tidal Health for the purpose of accepting Sub-Granted Funds in the amount of \$74,740.00 to be used for partial salary and benefits of the SWIFT Community Paramedic.
- Funds from the Maryland State Arts Council Presenting and Touring Grant
  Ordinance authorizing the Mayor to enter into a contract with the Maryland State Arts Council
  for the purpose of accepting grant funds in the amount of \$5,000 and to approve a budget
  amendment to the grant fund to appropriate these funds for expenses associated with
  strengthening collaborative efforts between Maryland-based touring artists and the Maryland
  Folk Festival.
- Budget Amendment for Surplus Radio Sale
  Ordinance approving a budget amendment of the FY25 general fund budget to appropriate
  \$18,984.60 to the Salisbury Fire Department's operating budget after the City received
  \$18,984.60 in proceeds generated from the auction sale of the portable radios and accessories.
- Budget Amendment for Surplus Heart Monitor Sale
  Ordinance approving a budget amendment of the FY2025 general fund budget to appropriate
  \$6,141.38 to the Salisbury Fire Department operating budget after the City received \$6,141.38 in proceeds generated from the auction sale of surplus heart monitors.

## **COUNCIL DISCUSSION**

**PUBLIC COMMENT (Agenda Items Only)** 

**ADMINISTRATION COMMENTS** 

**COUNCIL COMMENTS** 

## ADJOURNMENT / CONVENE IN CLOSED SESSION #1

Motion to convene in closed session to consult with consel to obtain legal advice on a matter and to

consult with staff, consultants, or other individuals about pending litigation as authorized by the State Government Article, § 3-305(b)(7) and (8).

City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.



To: Andy Kitzrow, City Administrator

From: Chris O'Barsky, Deputy Chief of Operations

Date: April 23, 2025

Subject: Accepting Grant Funds from DNR for Boat Motor

The Fire Department is requesting the approval to accept grant funds from the Department of Natural Resources Waterway Improvement Fund (WIF) Grant in the amount of \$2,156. These funds will be used to purchase a new 9.9hp tiller handled boat motor for the Salisbury Fire Department's 12ft. John Boat.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment: Budget Amendment Ordinance

Attachment(s):

DNR 2025 Boat Motor Ordinance 5k-2504 Grant Agreement Mayor Letter FY25 Boat Motor Grant

1	ORDINANCE NO
2 3 4 5 6 7 8 9	AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF NATURAL RESOURCES WATERWAY IMPROVEMENT FUND (WIF) GRANT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$2,156, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.
11 12	<b>WHEREAS</b> , the Department of Natural Resources (DNR) has a Waterway Improvement Fund (WIF) Grant program; and
13 14	<b>WHEREAS</b> , the purpose of the grant program is to provide funding for public boating safety through the acquisition of marine fire/rescue vessels or equipment; and
15 16	<b>WHEREAS</b> , the Salisbury Fire Department submitted a grant application to DNR for funding to purchase a new 9.9hp tiller handled boat motor; and
17	WHEREAS, DNR has awarded the City funds in the amount of \$2,156; and
18 19	<b>WHEREAS</b> , the City of Salisbury must enter into a grant agreement with DNR defining how these funds must be expended; and
20	WHEREAS, all funds shall be used to purchase a 9.9hp tiller handled boat motor; and
21 22	<b>WHEREAS</b> , § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and
23 24	<b>WHEREAS</b> , appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
25 26 27 28	NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
29 30 31 32	<u>Section 1</u> . Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Department of Natural Resources (DNR), on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$2,156.
33 34 35	BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
36	Section 2. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:
37	(a) Increase DNR Funding Grant Revenue Account No. 10500–469340–XXXXX by \$2,156.00.
38	(b) Increase Equipment Expense Account No. 10500–577030–XXXXX by \$2,156.00.
39 40 41	BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
42 43	Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.
44 45	<u>Section 4.</u> It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or

46 47 48	otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.		
49 50	<u>Section 5</u> . The recitals set forth hereinabove are incorporated into this section of the Ordinance as if sucrecitals were specifically set forth at length in this Section 5.		
51 52	<b>Section 6.</b> This Ordinance shall take	effect from and after the date of its final passage.	
53 54 55 56	Salisbury held on the day of	nd read at a Meeting of the Mayor and Council of the City of, 2025 and thereafter, a statement of the substance of the by law, in the meantime, was finally passed by the Council of the, 2025.	
57 58 59 60 61	ATTEST:		
62 63 64 65	Julie English, City Clerk	D'Shawn M. Doughty, City Council President	
66 67 68 69 70	Approved by me, thisday of	, 2025.	
71 72 73	Randolph J. Taylor, Mayor		

# STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES WATERWAY IMPROVEMENT FUND GRANT AGREEMENT

**GRANT #: 5k-2504** 

THIS GRANT AGREEMENT, entered into this <u>2nd</u> day of <u>April</u> 2025, by and between

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CHESAPEAKE & COASTAL SERVICE
580 Taylor Ave., Annapolis, MD 21401
hereinafter ("Department")

and

Salisbury Fire Department 325 Cypress Street Salisbury, MD 21801 hereinafter ("Grantee") Federal ID # 52-1199884

WHEREAS, funding has been appropriated by the General Assembly to the Waterway Improvement Fund to be disbursed as grants for the purpose of assisting in waterway improvements by expanding and enhancing access to public boating opportunities and improving boating safety pursuant to MD.CODE ANN., Natural Resources II, §8-707 et seq., (2012 Replacement Volume as amended) ("the Fund"); and

WHEREAS, the purpose of these grants is to assist jurisdictions by providing project grant funds; and

WHEREAS, the Grantee has applied to the Department for grant assistance funding for 9.9 hp Suzuki Tiller Handled Boat Motor; and

WHEREAS, the Department has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein.

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2025, in the amount of <u>Two Thousand One Hundred and Fifty Six dollars and Zero cents</u> (\$2,156.00).

The Grantee agrees to the following provisions:

- 1. <u>Term</u>: This Grant Agreement shall become effective on <u>July 1, 2024</u> and shall expire on <u>June 30, 2025</u>.
- 2. <u>Scope:</u> The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Grant Agreement as set forth in the attached Scope of Work. Attachment # A is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.
- 3. **Key Personnel:** The parties agree that the following named individuals are considered to be essential to the work being performed under this Grant Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Grant Agreement:

Christopher O' Barsky, Salisbury Fire Department, Deputy Chief Phone: 410-548-3120, Email: cobarsky@salisbury.md

The parties designate the following named individuals as Grant Agreement Representatives for the purpose of any notices required under this Grant Agreement. The parties agree that each will promptly notify the other, in case of substitution of a Grant Agreement Representative, or change in the Representative's contact information.

Matt Negley, WIF Regional Administrator Phone: 443-433-6284, E-mail: matt.negley@maryland.gov

Christopher O' Barsky, Salisbury Fire Department, Deputy Chief Phone: 410-548-3120, Email: cobarsky@salisbury.md

4. **Payment:** The Grantee shall submit a reimbursement request to the Department on generally a quarterly basis, for expenses authorized for the work under this Grant Agreement on the attached Request for Reimbursement form, in accordance with the payment schedule in the attached Scope of Work. The request will include invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project. Attachment # B is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

Reimbursement shall be due and payable within 30 days of receipt by the Department. The grantee agrees that no claim or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Grant Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

5. <u>Deliverables</u>: The Grantee shall submit generally quarterly status/progress reports to the Department at the same time as the billing submissions required under paragraph 4 above. All deliverables will be submitted directly to the Department Contact, <u>Matt Negley</u>. Final deliverable work products, including the Final Reports, any geographic or mapping related

efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted to the Department Contact.

- 6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.
- 7. **Request for Bids:** The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.
  - a. Project contracts with a value of \$250,000 or more which the State provides 25% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11.11).
  - b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit the same for approval to the Department with comments and recommendations prior to the award of any contract.
- 8. <u>Publication:</u> The Grantee shall post signs about the project, in a prominent location, identifying the project as a "Public Facility" and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.
- 9. **Fee Approval:** The Grantee shall obtain prior approval from the Department for any fees or modifications to existing fees charged for the use of the funded facility. All Maryland registered boaters shall have equal access to State funded boating facilities. Any requests for exceptions to this policy must be submitted in writing. The Department reserves the right to deny such requests.
- 10. Facility Access: Any facility funded in whole or in part with Waterway Improvement Fund Grants must remain accessible and open for use by the general boating public. The Department shall approve changes in use of a funded facility before it is removed from public access and use, such as through sale, donation or commercial use of the facility. If the change in use is approved by the Department, the Grantee must replace the public access location with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the funded facility in proportion to the total cost contribution originally paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

- 11. <u>Maintenance and Repair:</u> Unless previously approved by the Department, the Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department. The Grantee agrees that it shall if necessary, unless previously approved by the Department:
  - a. Provide without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for the project;
  - b. Hold and save the State of Maryland free from damages that may result from the construction of the project;
  - c. Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities and
  - d. Shall assure that the facility shall be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disability Act (ADA).
- 12. Compliance with Applicable Law: The Grantee hereby represents and warrants that:
  - a. The Grantee is qualified to do business in the State of Maryland and that they will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - b. The Grantee is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that they shall not become so in arrears during the term of this Grant;
  - c. The Grantee shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and
  - d. The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
- 13. <u>Unused Funds:</u> The Department reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in the scope of work. Grant projects four years or older are subject to immediate reversion by the Department.
- 14. <u>Subject to Audit:</u> The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Should the Department determine that Grant funds

have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Department for funds so identified.

15. **Default:** Default is Grantee's breach of any of the applicable covenants, agreements, or certifications contained in this Grant Agreement.

## 16. Remedies Upon Default:

- a. Upon the occurrence of any default, the Department may require the defaulting party to:
  - (i) repay the Grant, in whole or in part;
  - (ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee:
  - (iii) withhold further payments under this Grant Agreement; or
  - (iv) terminate this Grant Agreement.

b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

## 17. Termination:

- a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.
- b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.
- 18. <u>Disposition of Property:</u> The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired by Grantee with Grant funds except as provided in #10 and as approved by the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least sixty (60) calendar days before any proposed transfer or disposition. If the Department permits transfer or disposition, Grantee may be required to repay the State that percentage of the proceeds allocable

to the Grant that was used to acquire the property as determined by the Department in its sole discretion.

- 19. <u>Appropriations:</u> If the Federal and/or State government fails to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be canceled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.
- 20. **Insurance**. For any item of real or personal property acquired by Grantee with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts as may be commercially reasonable under the circumstances from time to time. Each such policy shall:
  - a. name the State as an additional loss payee thereunder;
  - b. by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;
  - c. by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee; and
  - d. be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the Department, the Grantee may self-insure the property.

- 21. <u>Indemnification</u>. The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributory negligent, from all suits, actions, liability, or claim of liability (including reasonable attorney's fees) arising out of:
  - a. Grantee's involvement in the Project, including its construction;
  - b. Grantee's use, occupancy, conduct, operation, or management of the Project;

- c. any negligent, intentionally tortuous, or other act or omission of the Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project; and
- d. any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of Grantees involvement in the Project or any of the Grantees activities in connection therewith.

## 22. Nondiscrimination and Equal Employment Opportunity: The Grantee agrees:

- a. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;
- b. To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and
- c. To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- d. Not to discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this Grant Agreement.
- 23. <u>Drug and Alcohol Free Workplace:</u> The Grantee shall comply with the State of Maryland's policy concerning a drug and alcohol free workplace, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. as amended.
- 24. <u>Amendment:</u> This Grant Agreement may be amended only in a writing executed by the parties.
- 25. <u>Assignment:</u> The Grantee may not assign this Grant Agreement without the prior written approval of the Department. When so approved, this Grant Agreement shall bind the Grantee's successors and assigns.
- 26. **Entire Agreement:** This Grant Agreement, including the Attachment(s), represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties at the time of execution.
- 27. <u>Maryland Law:</u> The laws of Maryland shall govern the interpretation and enforcement of this Grant Agreement.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:

**GRANTEE** 

Christopher O' Barsky Salisbury Fire Department

State of Maryland

Department of Natural Resources

04/02/25

Natalie Snider, Ph.D., Unit Director Chesapeake & Coastal Service

Approved as to form and legal sufficiency March 2022

Stanley Pratt

Office of the Attorney General, Department of Natural Resources

## ATTACHMENT A

GRANT #: 5k-2504

## **SCOPE OF WORK**

PROJECT TITLE: 9.9 Suzuki Tiller Handled Boat Motor

DESCRIPTION: Replacement of a 2005 9.9 hp Mercury Tiller Handle Outboard on Salisbury VFD Swift Water Rescue Vessel.

Examples of final deliverables for the project include photographs, as-builts, post dredge survey (if applicable), final reimbursement, etc. The final reimbursement with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than thirty days after the end date of the grant period.

To assure that projects are on task to meet milestone target dates, generally quarterly reimbursement requests and status reports will be submitted to the Department Contact in accordance with the following schedule:

TIME FRAME

DUE DATE

FY 2025 July 1, 2024 – September 30, 2024 October 1, 2024 – December 31, 2024 January 1, 2025 – March 31, 2025 April 1, 2025 – June 30, 2025

October 15, 2024 January 15, 2025 April 15, 2025 July 30, 2025

## ATTACHMENT B

# Center for Waterway Improvement and Infrastructure Request for Reimbursement

Reimbursement #:

**Grant Number:** 

ls this a fi	nal reimbursement?	Yes (_)	No (_)	
If a final re	eimbursement, shall WWI revert the remaining funds?	Yes (_)	No (_)	N/A (_)
Project T	itle:			
Make Che	eck Payable to: Fe	ederal ID#		
Address:				
Project C	oordinator: Title:			
Telephone	e: E-Mai	ii 🔨 🕽		
1. Cost	Summary:			
1. 0031	Summary.			
Proje	ct Performance Period:			
	Van day/Cantua eta y/Fares	Invoice #	4-	
Item #		indicate separa hedule attached		mount
	Total:			
	State Approved (50%, 100%):			
	Total Reimbursement Requested: \$			
	*Reimbursement Request (Other): \$			
- Enter rein	nbursement amount if not 50% or 100%, or if federally funded.			
Paymer	nt Certification: I hereby certify that the costs submitted	d for reimburse	ment are tri	ue and correct
	all payments have been made to all persons, vendors			
accorda	nce with local government procurement procedures and			
Agreem	ent.			
X				
		printed name		Title Da
local Proje	ect Coordinator – See Instruction #4			

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

## THIS PAGE FOR STATE USE ONLY

Shaded areas for state use:			
Date	Payment	Balance	
		This payment: Project's Balance:	
Federal	l Funds only:		
	DERAL SHARE%:		
Total payment	state snare:		
Total payment fe	deral share:		
Yes, r	his payment is a fina remaining funds may e Transfer remaining	be reverted.	
Signatures:			
Regional Program Administrator App	roval	Date	
Waterway Director's Approval		Date	
Fiscal Administration Approval		Date	

## INSTRUCTIONS FOR PREPARING, COMPLETING, AND SUBMITTING THE REQUEST FOR REIMBURSEMENT

- 1. Please type or print in ink. If you have any questions, please email Carla Fleming at Carla.fleming@maryland.gov.
- 2. A Transmittal Letter, on official letterhead, must accompany all Requests for Reimbursement Forms and should summarize all items included in the submittal packet.
- 3. Submit one Request for Reimbursement Form per project. The form must be signed by Key Personnel identified in the Grant Agreement or a person with fiscal authority.
- 4. One copy of all invoices supporting all costs claimed should be submitted with evidence of corresponding payments made to vendors/contractors (copies of checks, check numbers, or fund wire summary). If the local jurisdiction elects <u>not</u> to submit copies of canceled checks, the Payment Certification must be signed by an individual with fiscal authority who can certify that the payments have been made.
- 5. If work has been accomplished using in-house labor and equipment, submit the following documentation:
  - a. A list or computer printout of individuals working on the project to include; job function, dates and hours worked, hourly rate and total paid.
  - b. A list or computer printout of equipment used to include dates and hours operated on the project. Usage rates should be based on current schedules used within the county or town, or the current State Highway Administration rate schedule. Indicate the source for rates used.
- 6. Reimbursements will be made by wire transfer or by check based on the Applicant's information on file with the Department of Natural Resources.
- 7. Submit the completed packet via email to the Regional Administrator or mail to:

Department of Natural Resources
Center for Waterway Improvement and Infrastructure
Chesapeake and Coastal Service
Tawes State Office Building – E2
580 Taylor Ave.
Annapolis, MD 21401

Note: Grant recipient will retain additional support documents for costs submitted on the project, such as contracts, change orders, bid tabulations, labor and equipment records for a period of three years after final reimbursement.



Date: August 6, 2024

To: Department of Natural Resources

From: Mayor Randy Taylor 27

Re: Application for Matching Fund Grant

As the Mayor of the City of Salisbury, I am authorizing the Salisbury Fire Department to apply for the Center for Waterway Improvement & Infrastructure Matching Fund Fire & Rescue Grant. If successful, this grant will be used to replace an aging boat motor of similar size that is used for our small jon-boat. This motor has required annual repairs over the past several years and routinely is out of service; significantly hindering our small water rescue capabilities. The Salisbury Fire Department maintains an active dive team with over 15 members, one of a very few and the most organized unit on the Eastern Shore of Maryland. This boat is used on the many ponds, lakes, and shallow waterways that are within our fire district; and also is available to respond to outside agencies. The age and unreliability of our current motor has created a need for it to be replaced, to ensure that our department can quickly and efficiently respond to water-related events and save lives. This matching grant will help to reduce the City's overall cost for replacement; which otherwise may not be possible.



To: Andy Kitzrow, City Administrator

From: Rob Frampton Date: April 28, 2025

Subject: Accepting Grant Funds & Grant Agreement from Tidal Health for the REACH Grant for

SWIFT/MDCN

The Fire Department is requesting the approval of grant funds in the amount of \$74,740.00 that it's received as a sub-grantee from Tidal Health Grant. These funds will continue to support the Salisbury-Wicomico integrated Firstcare Team (SWIFT) as it continues to improve health outcomes through a coordinated care approach and to prevent unnecessary ambulance transports, Emergency Department visits and hospital readmissions, ultimately saving health care dollars. Thank you for your time in this request. If you have any further questions or concerns, please do not hesitate to reach out to me.

## Attachment(s):

Ordinance Tidal Health REACH Grant for SWIFT SWIFT MOU ADDENDUM 2025.pdf

1	ORDINANCE NO
2 3 4 5 6 7 8	AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TIDAL HEALTH FOR THE PURPOSE OF ACCEPTING SUB-GRANTED FUNDS IN THE AMOUNT OF \$74,740.00 TO BE USED FOR THE PARTIAL SALARY AND BENEFITS OF THE SWIFT COMMUNITY PARAMEDIC.
9 10 11	WHEREAS, Tidal Health, in conjunction with the City of Salisbury, applied for funds through the State of Maryland Community Health Resources Commission and the Rural Equity and Access to Community Health (REACH) Grant; and
12	WHEREAS, Tidal Health has been awarded the REACH Grant funds in the amount of \$4,800,000.00; and
13	WHEREAS, Tidal Health is further sub-granting \$74,740.00 to the City of Salisbury; and
14 15	WHEREAS, all accepted funds shall be used to extend operations of the Salisbury-Wicomico Firstcare Team (SWIFT); and
16 17	WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and
18 19	WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury
20 21	NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
22	Section 1. The City of Salisbury's Grant Fund Budget be and is hereby amended as follows
23 24 25 26 27	<ul> <li>(a) Increase the MD Community Health Resources Commission Revenue Account (10500-424010-XXXXX) by \$74,740.00.</li> <li>(b) Increase Salary Expense Account (10500-501002-XXXXX) by \$36,525.00.</li> <li>(c) Increase Various Benefits Expense Account (10500-502XXX-XXXX) by \$38,215.00.</li> </ul>
28 29	BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
30 31	<u>Section 2</u> . It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.
32 33 34 35 36	<u>Section 3</u> . It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.
37 38	<u>Section 4</u> . The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.
39	Section 5. This Ordinance shall take effect from and after the date of its final passage.
40 41 42 43 44	THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the day of, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the day of, 2025.
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[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]		
ATTEST:		
Julie English, City Clerk	D'Shawn Doughty, City Council President	
Approved by me, thisday of	, 2025.	
Randolph J. Taylor, Acting Mayor	_	

#### **SWIFT MOU**

### Addendum

January 29, 2025

TidalHealth is the recipient of a \$4,800,000 grant from the State of Maryland's Community Health Resources Commission.

The grant period is July 1, 2024 through November 30, 2029.

Salisbury Fire Department is a subgrantee of the grant and budgeted to receive the following funds:

- Year 1 \$37,000 for the partial salary and benefits of a paramedic that will increase the screening for A1C's.
- Year 2 \$37,740 for the partial salary and benefits of a paramedic that will increase the screening for A1C's.

As conditions of the grant agreement, Salisbury Fire Department agrees to document for auditing purposes all time and activities associated with SWIFT, including in-kind activity.

TidalHealth will provide the funds upon receipt of an invoice from the Salisbury Fire Department.

On behalf of the organization I represent, I wish to sign this addendum and contribute to the further development of the MOU.

Contact Information:	
Tidal Health Inc.	
Kathryn Fiddler	Signed:
VP of Population Health	Date:
410-912-4923	
Kathryn.fiddler@tidalhealth.org	
Salisbury Fire Department	
Rob Frampton	Signed:
Fire Chief	Date:
410-548-3120	
rframpton@salisbury.md	



To: Andy Kitzrow, City Administrator

From: Caroline O'Hare, Events and Culture Manager

Date: April 28, 2025

Subject: Funds from the Maryland State Arts Council - Presenting and Touring Grant

Attached is an Ordinance to accept funding from the Maryland State Arts Council Presenting and Touring grant program. The Presenting and Touring Grant is designed to encourage and strengthen collaborative efforts between Maryland-based touring artists and presenters. This funding opportunity aims to enhance access to professional performing arts across the state by supporting strategic partnerships and increasing artist visibility.

This funding, in the amount of \$5,000.00, will be utilized to support touring engagements for Maryland performing artists, helping them reach broader audiences while providing presenters with access to high-quality performances. This initiative ultimately contributes to a more engaged, connected, and sustainable performing arts landscape throughout Maryland.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment(s):

Ordinance - MSAC Presenting and Touring Grant

1	ORDINANCE NO.
2 3 4 5 6 7 8	AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND STATE ARTS COUNCIL FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$5,000 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR EXPENSES ASSOCIATED WITH STRENGTHENING COLLABORATIVE EFFORTS BETWEEN MARYLAND-BASED TOURING ARTISTS AND THE MARYLAND FOLK FESTIVAL.
9 10 11	<b>WHEREAS</b> , the City of Salisbury submitted an application to the Maryland State Arts Council for financial assistance to provide the Maryland Folk Festival with access to high-quality performers across the State; and
12 13	<b>WHEREAS</b> , the City has been awarded funds in the amount of \$5,000 through the Presenting and Touring grant; and
14 15	<b>WHEREAS</b> , the City of Salisbury must enter into a grant agreement with the Maryland State Arts Council defining how these funds must be expended; and
16 17	WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and
18 19	<b>WHEREAS</b> , appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
20 21	NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
22 23 24	<b>Section 1</b> . Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Maryland States Art Council, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$5,000.00.
25 26	BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
27	Section 2. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:
28	(a) Increase MSAC Revenue Account No. 10500–424105–XXXXX by \$5,000.00.
29	(b) Increase Operating Account No. 10500-546006-XXXXX by \$5,000.00.
30 31	BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
32 33	<b>Section 3</b> . It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.
34 35 36 37 38	<b>Section 4</b> . It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

39 40	<b>Section 5</b> . The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.		
41	Section 6. This Ordinance shall take effect from and after the date of its final passage.		
42 43 44 45			
46	ATTEST:		
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49 50 51 52		'Shawn M. Doughty, City Council President	
53 54 55 56	Approved by me, thisday of	, 2025.	
57 58	Randolph J. Taylor, Mayor		



To: Andy Kitzrow, City Administrator

From: Chris Truitt, Deputy Chief

Date: April 30, 2025

Subject: <u>Budget Amendment for Surplus Radio Sale</u>

The Fire Department is asking for the money received from the recent sale of surplus portable radios, lapel microphones, and belt clips (18,984.60) be allotted to the Fire Department into the Medical Supplies Account (24035-546016). This will allow the Department to obtain replacement video laryngoscopes and thermometers for our ambulances. The current video laryngoscopes are nearing 10 years of age and are beginning to fail. Additionally, EMS crews are continuing to use over the counter thermometers that have been found to a high level of variability in accuracy.

Attachment(s):

Surplus of Portable Radio.pdf

1	ORDINANCE NO
2 3 4 5 6 7 8	AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2025 GENERAL FUND BUDGET TO APPROPRIATE \$18,984.60 TO THE SALISBURY FIRE DEPARTMENT'S OPERATING BUDGET AFTER THE CITY RECEIEVED \$18,984.60 IN PROCEEDS GENERATED FROM THE AUCTION SALE OF PORTABLE RADIOS AND ACCESSORIES.
9	WHEREAS, the City has declared portable radios and accessories have been sold at auction: and
10	WHEREAS, these portable radios and accessories were operated by the Salisbury Fire Department; and
11 12	WHEREAS, the City has received a total \$18,984.60 from the proceeds generated from the auction sale and placed the funds in the City General Fund; and
13 14	WHEREAS, the Fire Department has use for the funds received and requests that the funds of portable radios and accessories be reallocated to the Fire Department Operating Budget for FY2025; and
15 16 17	WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
18 19 20	NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
21	Section 1. The City of Salisbury's Fiscal Year 2025 General Fund Budget be and is hereby amended as follows
22	(a) Increase the Sale of Fixed Assets Account (01000-469200) by \$18,984.60 and
23 24	(b) Increase the Salisbury Fire Department's Medical Supplies Account (24035-546016) by \$18,984.60.
25 26	BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY MARYLAND, as follows:
27 28	<u>Section 2</u> . It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.
29 30 31 32 33	<u>Section 3</u> . It is further the intention of the Mayor and Council of the City of Salisbury that if any section paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.
34 35	<u>Section 4</u> . The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.
36	Section 5. This Ordinance shall take effect from and after the date of its final passage.
37 38 39 40 41 42 43	THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the day of, 2025 and thereafter, a statement of the substance of the Ordinance having beer published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the day of, 2025.
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45 46 47 48	[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

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50	ATTEST:	
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54	Julie English, City Clerk	D'Shawn M. Doughty, City Council President
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58	Approved by me, this day of	, 2025.
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63	Randolph J. Taylor, Mayor	
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To: Andy Kitzrow, City Administrator

From: Chris Truitt, Deputy Chief

Date: April 30, 2025

Subject: Budget Amendment for Surplus Heart Monitor Sale

The Fire Department is asking for the money received from the recent sale of surplus heart monitors (\$6,141.38) be allocated to the Fire Department between the Vehicles Account (24035-534308 by \$2141.38) and the Building Account (24035-534301 by \$4000). This will allow the Department to continue preventative maintenance on our fleet of vehicles as we have had some recent unexcepted costs of some of our older staff vehicles (such as a discounted airbag sensor in one of the fire marshal trucks) as well as cover the unforeseen cost to replace an entry door to the Fire Station 1.

Attachment(s):

Surplus of Heart Monitors.pdf

1	ORDINANCE NO
2 3 4 5 6 7 8	AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2025 GENERAL FUND BUDGET TO APPROPRIATE \$6,141.38 TO THE SALISBURY FIRE DEPARTMENT'S OPERATING BUDGET AFTER THE CITY RECEIVED \$6,141.38 IN PROCEEDS GENERATED FROM THE AUCTION SALE OF SURPLUS HEART MONITORS.
9	WHEREAS, the City has declared heart monitors have been sold at auction: and
0	WHEREAS, these heart monitors were operated by the Salisbury Fire Department; and
1.2	WHEREAS, the City has received a total \$6,141.38 from the proceeds generated from the auction sale and placed the funds in the City General Fund; and
3	WHEREAS, the Fire Department has use for the funds received and requests that the funds of heart monitors be reallocated to the Fire Department Operating Budget for FY2025; and
.5 .6 .7	<b>WHEREAS</b> , the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
.8 .9 20	NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
21	Section 1. The City of Salisbury's Fiscal Year 2025 General Fund Budget be and is hereby amended as follows:
22	(a) Increase the Sale of Fixed Assets Account (01000-469200) by \$6,141.38 and
23 24	(b) Increase the Salisbury Fire Department's Vehicles Account (24035-546308) by \$2,141.38.
25	(c) Increase the Salisbury Fire Department's Building Account (24035-534301) by \$4000
26 27	BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:
28 29	<u>Section 2</u> . It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.
30 31 32 33	<u>Section 3</u> . It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.
35 36	<u>Section 4</u> . The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.
37 38	Section 5. This Ordinance shall take effect from and after the date of its final passage.
39 40 41 42	THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the day of, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the day of, 2025.
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48 49 50	
51 ATTEST:	
52 53	
54 55 <b>Julie English, City Clerk</b> 56 57	D'Shawn M. Doughty, City Council President
58 59 Approved by me, thisday of 60 61	, 2025.
62 63 64 Randolph J. Taylor, Mayor 65	