



## Agenda

### REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA

6:00 PM  
Council Chambers  
December 09, 2024

#### AGENDA NO. 2024-23-RG

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit <https://www.madisonal.gov/709/view-city-council-meeting>) for access. Members of the public who would like to weigh in on a Council matter but do not want to attend, may contact the City Clerk's Office or the Mayor's Office (contact information on City website [www.madisonal.gov](http://www.madisonal.gov)) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor Huey Hudson of Restoration Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-11-WS, dated November 20, 2024

B. Minutes No. 2024-22-RG, dated November 25, 2024

7. PRESENTATIONS AND AWARDS

A. Fall 2024 Civic Awareness Academy Graduation

B. Madison Visionary Partners Update by Executive Director Christina Hearne

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](mailto:cityclerk@madisonal.gov). Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov)

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular & Periodic Bills to be paid
- B. **Resolution No. 2024-376-R**: Approving an annual appropriation agreement with the Convention and Visitors Bureau for FY 25 (\$55,000 to be paid from General Operating account)
- C. **Resolution No. 2024-377-R**: Approving an annual appropriation agreement with Wellstone, Inc. for FY 25 (\$45,000 to be paid from General Operating account)
- D. **Resolution No. 2024-378-R**: Approving an annual appropriation agreement with the Land Trust of North Alabama for FY 25 (\$12,000 to be paid from General Operating account)
- E. **Resolution No. 2024-379-R**: Approving an annual appropriation agreement with KTECH for FY 25 (\$5,000 to be paid from General Operating account)
- F. **Resolution No. 2024-380-R**: Approving an annual appropriation agreement with the Madison Visionary Partners for FY 25 (\$55,000 to be paid from General Operating account)
- G. **Resolution No. 2024-388-R**: Declaring duty weapon and badge issued to Officer Charles Spence as surplus and authorizing they be given to him upon retirement
- H. **Resolution No. 2024-416-R**: Authorizing the execution and submission of a grant application with FEMA for the purchase of radios (Federal share \$361,870.74, with a 10% cost share to be paid from Fire Department budget)
- I. **Resolution No. 2024-417-R**: Authorizing the termination of agreement for promotional process consulting services with PAS Consulting Group for the Madison Fire & Rescue Department
- J. **Resolution No. 2024-418-R**: Ratification of contractor agreement with Commercial Landscape Service, Inc., for irrigation system installation at the Monarch Butterfly Garden at Dublin Park (\$5,800 to be paid from Council Special Projects Budget via Resolution No. 2024-386-R)
- K. Authorization for the Engineering Department to solicit bids for the construction of Segers Road and Maecille Road extension project
- L. Authorization for the Engineering Department to solicit bids for the construction of Mill Road sidewalk extension from Withers Junction to Bradford Creek Trailhead (Project No. 23-014)
- M. Acceptance of donation from St. John The Baptist Catholic Church to be used for operating costs of the Safe Haven Baby Box (\$8,651 to be deposited into Fire Department Donation account)
- N. Acceptance of a donation from PropertyRoom.com (\$1,580.59 to be deposited into Madison Police Department Donation account)
- O. Acceptance of donation from S. Erhard (\$50 to be deposited into Senior Center Donation account)

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**



**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

- A. **Resolution No. 2024-412-R:** Authorizing the publishing of the December 4, 2024 City Council Work Session

11. BOARD/COMMITTEE APPOINTMENTS

- A. Reappointment of Mr. Dennis Vaughn to Madison Station Historic Preservation Commission, Place No. 2 for term October 28, 2024 to October 27, 2027
- B. Reappointment of Mrs. Opie Balch to Madison Station Historic Preservation Commission, Place No. 1 for term October 28, 2024 to October 27, 2027

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](mailto:cityclerk@madisonal.gov). Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov).

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. **Resolution No. 2024-411-R:** Authorizing a Commercial Aid to Construction Agreement with Huntsville Utilities for the relocation of power lines on Project 23-011 | Balch & Gooch Intersection Roundabout (not to exceed \$7,749 to be paid from Engineering Department budget)
- B. **Resolution No. 2024-419-R:** Authorizing Acquisition of Rights of Way for Gooch Road Intersection Improvements Projects (\$80,000 to be paid from Engineering Department Budget)

**PLANNING**

- A. **Resolution No. 2024-391-R:** Setting a Public Hearing on Proposed Ordinance No. 2024-392; zoning certain property owned by Clint and Brittany Coggin consisting of 0.73 acres located at 145 Firestone Drive, south of U.S. Highway 72 W and east of Rainbow Drive, to R-1A (Low Density Residential) upon annexation (First Publication 12/18/2024, Synopsis 12/25/2024, Public Hearing 1/13/2025)
- B. **Proposed Ordinance No. 2025-001:** Assenting to the annexation of certain property owned by Clint and Brittany Coggin located at 145 Firestone Drive (First Reading)
- C. **Resolution No. 2024-393-R:** Setting a Public Hearing on Proposed Ordinance No. 2024-394; zoning certain property owned by Sherry Price consisting of 0.79 acres located at 174 Firestone Drive, south of U.S. Highway 72 W and east of Rainbow Drive, to R-1A (Low Density Residential) upon annexation (First Publication 12/18/2024, Synopsis 12/25/2024, Public Hearing 1/13/2025)
- D. **Proposed Ordinance No. 2025-002:** Assenting to the annexation of certain property owned by Sherry Price located at 174 Firestone Drive (First Reading)

**RECREATION**

- A. **Resolution No. 2024-415-R:** Approving a Professional Services Agreement with GTEC, LLC, for geotechnical engineering services for soccer field lighting project (not to exceed \$15,940 to be paid for from Recreation Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

**Agenda Note:** It should be noted that there are times when circumstances arise that require items be added to or deleted from the agenda at time of the Council meeting. Also all attached documents are to be considered a draft until approved by Council.

**All attendees are advised that Council meetings are televised and that their statements and actions are therefore viewed by more than just those attending the meetings.**



**MINUTES NO. 2024-11-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
November 20, 2024**

The Madison City Council met for a public work session on Wednesday, November 20, 2024, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:00 p.m. by Council President John Seifert.

**The following elected officials were in attendance:**

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Remote
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Remote
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Attorney Megan Zingarelli, Executive Assistant Myranda Staples, Municipal Records Coordinator Lori Spalding, Information Technology Director Chris White, Information Technology Support Specialist Michelle Parker, Deputy Court Clerk Beth Bellomy, Finance Director Roger Bellomy, Facilities & Grounds Director Gerald Smith, Economic Development and External Affairs Officer Traci Gillespie.

**Proposed Amended BallCorps Agreement**

Council Member Shaw reviewed the Proposed plans for the Ballpark renovations. Mr. Shaw presented a letter from Rush stating that there is no risk to the City if they choose to move forward with the larger project as long as we have BallCorp backstopping the City.

Council Member Denzine asked for clarification on the revenue retention portion of the BallCorp contract. Mayor Finley and Council Member Shaw clarified. Ms. Denzine went on to express her concerns over taking on the additional renovations that she feels are not necessary because the additional Suites are not financially beneficial for Madison taxpayers.

Council Member Maura Wroblewski asked if the additional suites will have the ability to be used as restaurants or can be used as a multi-functional space. Mark Holland from BallCorp explained above the clubhouse on the first floor would be a conditioned open space, similar to the existing club that would be a flex-space, used for weddings, observation during baseball games, and sitting events. Above that space would be the additional seven suites, and on top of that would be an open-air rooftop deck that is also a flex-space.

Council President John Seifert asked City Attorney Megan Zingarelli for an update on where we are with coming to an agreement with BallCorp and Ms. Zingarelli briefly summarized where we are. Ms. Zingarelli stated the main things we are waiting on are an agreement on the spreadsheet, and the rent BallCorp will be paying and how that will be calculated.

**ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 6:40 p.m.

Minutes No. 2024-11-WS, dated November 20<sup>th</sup>, 2024, read, approved and adopted this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member Connie Spears  
District Two

\_\_\_\_\_  
Council Member Teddy Powell  
District Three

\_\_\_\_\_  
Council Member Greg Shaw  
District Four

\_\_\_\_\_  
Council Member Ranae Bartlett  
District Five

\_\_\_\_\_  
Council Member Karen Denzine  
District Six

\_\_\_\_\_  
Council Member John Seifert  
District Seven

Concur:

\_\_\_\_\_  
Paul Finley, Mayor  
Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

\_\_\_\_\_  
Myranda Staples  
Recording Secretary



**MINUTES NO. 2024-22-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
November 25, 2024**

The Madison City Council met in regular session on Monday November 25, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President John Seifert.

Pastor Holly Woodall of Fellowship United Methodist Church provided the invocation followed by the Pledge of Allegiance led by John Seifert.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Director of Information Technology Chris White, Information Technology Tech Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Deputy Chief Brandy Williams, City Administrator Steve Smith, Economic and External Affairs Officer Traci Gillespie, Director of Development Services Mary Beth Broeren, Director of Facilities & Grounds Gerald Smith, Senior Human Resources Coordinator Mia Powers, Human Resources Coordinator Dasia Alexis.

Public Attendance registered: Margi Daly, Jeremiah Haley, Patricia Haley, Candice Canan, Chris Newlin, Don Ayers, Dynetta Jones Ayers, Jocelyn Broer, Jennifer Coe, Billie Goodson, Michael Sheeay, David Bier, Allison Spratley.

**AMENDMENTS TO AGENDA**

**RESOLUTION NO. 2024-410-R:** Authorizing video recording and publishing of the November 20, 2024, city council work session

**APPROVAL OF MINUTES**

**MINUTES NO. 2024-21-RG DATED NOVEMBER 12, 2024**

*Minutes No. 2024-2022 RG  
November 25, 2024  
Page 1 of 13*

Council Member Powell moved to approve Minutes No. 2024-21-RG. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**PRESENTATIONS AND AWARDS**

**PROCLAIMING DECEMBER 2024 AS "CHILDREN'S CANCER AWARENESS MONTH" IN THE CITY OF MADISON, ALABAMA. PRESENTATION OF PROCLAMATION BY MAYOR FINLEY TO PATRICIA HALEY OF THE PATRICIA HALEY CHARITY FOR CHILDHOOD CANCER.**

Mayor Finley proclaimed December 2024 as Children’s Cancer Awareness Month. Mayor Finley expressed his appreciation to Patricia Haley, CEO of Patricia Haley Charity. The organization provides funds and resources to those battling cancer in the community. Ms. Haley thanked the community and extended an invitation to attend the annual Cinderella Ball on December 7, 2024. The ball helps raise funds for the cause. A round of applause was given.

**PUBLIC COMMENTS**

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at [cityclerk@madisonal.gov](mailto:cityclerk@madisonal.gov) or text the word "Comment" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council were able to email it to the City Clerk by noon last Friday. Those who could not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov).*

**JAMES LAKE (DISTRICT 1)**

Mr. Lake appeared before Council and Mayor Finley to voice his concerns on the following items:

- Applauded council for the 2040 traffic study
- Traffic lights at East-West Corridors of Hughes Road
- The intersection of Sullivan Street & Mill Road has a large hump in the road
- Proposed additions to Toyota Field
- Requested data to be published for the proposed additions for Toyota Field

**JOCELYN BROER (DISTRICT 4)**

Ms. Broer appeared before Council and Mayor Finley to voice her concerns on the following items:



- Proposed additions to Toyota Field
- Longevity of baseball field
- Taxes

**JENNIFER COE (DISTRICT 5)**

Ms. Coe appeared before Council and Mayor Finley to voice her concerns on the following items:

- Proposed additions to Toyota Field
- Disposition of Lodging tax proceeds
- Amended Lease, License, and Management Agreement with BallCorps LLC

**MARGI DALY (DISTRICT 6)**

Ms. Daly appeared before the Council and Mayor Finley to voice her concerns on the following items:

- Proposed additions to Toyota Field
- Feels there are more pressing needs in Madison to allocate funds towards
- Feels not all citizens in Madison will be able to afford the proposed Party Boxes at Toyota Field

**RACHEL HOMOLAK (DISTRICT 6)**

Ms. Homolak appeared before Council and Mayor Finley to voice her concerns on the following items:

- Thank you to Council for helping remove explicit books from the children's section in the library

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

Council Member Spears moved to approve the Consent Agenda and Finance Committee report as follows:

General Operating account	\$1,058,704.87
Special General Operating accounts	\$410,209.47
ADEM Storm Drainage	\$2,745.00
Gasoline Tax & Petroleum Inspection fees	\$111,379.79
Street Repair & Maintenance	\$1,612.23
CIP Bond Accounts	\$999,994.59
Library Building Fund	\$1,462.84

Venue Maintenance \$37,231.79

Regular and periodic bills to be paid

**Resolution No. 2024-371-R:** Approving an annual appropriation agreement with the Madison Chamber of Commerce for FY25 (\$105,000.00 to be paid from General Operating account)

**Resolution No. 2024-372-R:** Approving an annual appropriation agreement with the Huntsville Hospital Foundation for FY25 (\$7,500.00 to be paid from General Operating account)

**Resolution No. 2024-373-R:** Approving an annual appropriation agreement with the Emergency Management Agency for FY25 (\$68,038.00 to be paid from General Operating account)

**Resolution No. 2024-374-R:** Approving an annual appropriation agreement with The Enrichment Center for FY25 (\$25,000.00 to be paid from General Operating account)

**Resolution No. 2024-375-R:** Approving an annual appropriation agreement with the National Children's Advocacy Center for FY25 (\$30,000.00 to be paid from General Operating account)

**Resolution No. 2024-387-R:** Authorizing a Facility Use Agreement with Veterans of Foreign Wars, Post 5162 for use of meeting space at Dublin Park and the Community Center at no cost

**Resolution No. 2024-389-R:** Acceptance of Quote from Heartland Business Systems for backup services (\$17,412.38 to be paid from IT Department budget)

**Resolution No. 2024-408-R:** Authorize Amendment to Transportation Agreement with the City of Madison Board of Education (Change of date for Christmas Parade)

Authorization for the Facilities and Grounds Department to solicit bids for dumpster services for City facilities

Authorization for the Facilities and Grounds Department to solicit bids for site work for the Public Safety Training Center

Authorization to solicit bids for Toyota Field Left Field Building Project Demolition and Excavation Package

Authorization for the Parks and Recreation Department to solicit bids for the Palmer and Dublin Park Soccer Lighting Installation project.

Authorization for the Parks and Recreation Department to solicit bids for the Playground Installation Project.

Acceptance of appropriation from Madison County Commissioner Steve Haraway to be used exclusively towards the purchase of vehicles for the Public Works

Department and the Police Department (\$128,775.00 to be deposited into Capital Replacement Fund 12)

Acceptance of a donation from L. Tucker (\$30 to be deposited into Senior Center Donation account)

Council Member Powell seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

Mayor Finley reported on the following activities, events, and newsworthy items:

- The funding structure in place for Toyota Field generated 3.6 million dollars last year
- The bond payment is 3.1 million dollars
- Lodging tax was raised in 2017 to help with the anchor in Town Madison
- BallCorps paid about \$750,000 during a COVID year
- Thanked Steve Haraway from the County Commission for his help and support
- Thank you to Kim Lindsey, Administrative Assistant, for her excellent management of outside appropriations. Kim does a great job!
- Thankful for the community we live in. The residents, the Department Heads, the employees
- We live in a wonderful community

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

Council Member Wroblewski reported on the following activities, events, and newsworthy items:

- Attended the Annual State of the County address with Commission Chairman Mac McCutcheon. The future of Madison County is bright
- Thank you to Joey Ceci for his work to alleviate some of the traffic on Wall Triana Highway and Highway 72
- Shout Out to Economic and External Affairs Officer, Traci Gillespie, for her leadership in the Civic Awareness Academy
- Happy Thanksgiving to all

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

Council Member Spears reported on the following activities, events, and newsworthy items:

- Thanked County Commissioner, Steve Haraway, for his generous donation
- Appreciates the cooperation of our County and surrounding municipalities
- Thankful for our community
- Happy Thanksgiving

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

No new business

**COUNCIL DISTRICT NO. 4 GREG SHAW**

Council Member Shaw reported on the following activities, events, and newsworthy items:

**RESOLUTION NO. 2024-386-R: AUTHORIZING FUNDING FOR THE INSTALLATION OF AN IRRIGATION SYSTEM AT DUBLIN PARK MONARCH BUTTERFLY GARDEN (AMOUNT NOT TO EXCEED \$6,000 FROM COUNCIL SPECIAL PROJECTS BUDGET)**

Council Member Shaw moved to approve Resolution No. 2024-386-R. Council Member Wroblewski seconded. The roll call vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Maura Wroblewski	Aye
Council Member John Seifert	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

Council Member Bartlett reported on the following activities, events, and newsworthy items:

- Congratulations to the Chamber for an outstanding Gala
- Thank you to Economic and External Affairs Officer, Traci Gillespie, for a wonderful job with the Civic Awareness Academy

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

Council Member Denzine reported on the following activities, events, and newsworthy items:

- Thank you to residents for their feedback on Toyota Field
- Happy Thanksgiving to everyone
- Proud to live in such a wonderful community

- Blessed to represent District 6

### **COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

Council Member Seifert reported on the following activities, events, and newsworthy items:

#### **RESOLUTION NO. 2024-410-R: AUTHORIZING VIDEO RECORDING AND PUBLISHING OF THE NOVEMBER 20, 2024, CITY COUNCIL WORK SESSION**

Council Member Seifert moved to approve Resolution No. 2024-410-R. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

Council Member John Seifert	Aye
Council Member Connie Spears	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

- Happy Thanksgiving
- Christmas Holiday is quickly approaching
- December 4, 2024, there will be a Special Called Meeting with a Work Session following

### **BOARD/COMMITTEE APPOINTMENTS**

#### **REAPPOINTMENT OF DAVID BARRETT TO PLACE 1 OF THE INDUSTRIAL DEVELOPMENT BOARD, WITH A TERM EXPIRATION OF NOVEMBER 22, 2030.**

Council Member Wroblewski nominated David Barrett to Place 1. There being no further nominations, Mr. Barrett was appointed by acclamation

#### **REAPPOINTMENT OF MISSY MARTIN TO PLACE 2 OF THE INDUSTRIAL DEVELOPMENT BOARD, WITH A TERM EXPIRATION OF NOVEMBER 22, 2030.**

Council Member Wroblewski nominated Missy Martin to Place 2. There being no further nominations, Ms. Martin was appointed by acclamation

#### **REAPPOINTMENT OF TARON THORPE TO PLACE 3 OF THE INDUSTRIAL DEVELOPMENT BOARD, WITH A TERM EXPIRATION OF NOVEMBER 22, 2030.**

Council Member Wroblewski nominated Taron Thorpe to Place 3. There being no further nominations, Mr. Thorpe was appointed by acclamation

### **PUBLIC HEARINGS**

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

**PROPOSED ORDINANCE NO. 2024-327: ZONING CERTAIN PROPERTY OWNED BY DONALD WILLIAM AYERS AND DYNETTA OLIVIA JONES-AYERS CONSISTING OF 0.63 ACRES LOCATED NORTH OF POWELL ROAD AND WEST OF CARDINAL DRIVE TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 10/14/2024)**

Director of Development Services Mary Beth Broeren presented the Resolution. Council President Seifert opened the floor for public comments regarding this request.

Margi Daly wanted clarification if the area would experience flooding. Director of Development Services Mary Beth Broeren explained that this is an existing subdivision. The city has annexed lots on an individual basis through the years, equaling around 140 lots. There is no knowledge of any issues with flooding in the subdivision or in the surrounding area. None of these areas are in a flood zone.

There being no more public comment, Council President Seifert closed the floor and entertained a motion from Council. Council Member Shaw moved to approve Proposed Ordinance No. 2024-327. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**DEPARTMENTAL REPORTS**

**FACILITIES AND GROUNDS**

**RESOLUTION NO. 2024-403-R: ACCEPTANCE OF PROPOSAL J8-56170-4796-1 FROM TRANE TO PURCHASE HVAC EQUIPMENT FOR THE PUBLIC SAFETY ANNEX THROUGH THE ONMIA PURCHASING COOPERATIVE (\$373,674 TO BE PAID FROM FUND 38)**

Council Member Spears moved to approve Resolution No. 2024-403-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Greg Shaw	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**FIRE & RESCUE**

**RESOLUTION NO. 2024-409-R: APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH VICKERS CONSULTING SERVICES, INC. FOR GRANT WRITING SERVICES IN RELATION TO AN ASSISTANCE TO FIREFIGHTERS GRANT (\$1,500 TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2024-409-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member John Seifert	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**HUMAN RESOURCES**

**RESOLUTION NO. 2024-404-R: AMENDMENT TO CLASSIFICATION PLAN (ADDITION OF TRANSPORTATION COORDINATOR AND PART-TIME RECEPTIONIST FOR PARKS AND RECREATION DEPARTMENT)**

Council Member Wroblewski moved to approve Resolution No. 2024-404-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye

Motion carried.



**RESOLUTION NO. 2024-390-R: AUTHORIZE CHANGE TO FIRE DEPARTMENT PAY SCALE (ADJUSTMENT TO SALARY RANGES FOR DRIVER AND DEPUTY CHIEF POSITIONS)**

Council Member Wroblewski moved to approve Resolution No. 2024-390-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye

Motion carried.

**LEGAL**

**PROPOSED ORDINANCE NO. 2024-405: AUTHORIZING AMENDMENT TO ARTICLE VIII, SECTION 10-230, OF THE MADISON CITY CODE REGARDING DISPOSITION OF LODGING TAX PROCEEDS (FIRST READING)**

This is a first reading only

**PROPOSED ORDINANCE NO. 2024-406: AUTHORIZING AMENDED LEASE, LICENSE, AND MANAGEMENT AGREEMENT WITH BALLCORPS, LLC (FIRST READING)**

This is a first reading only

**PLANNING**

**PROPOSED ORDINANCE NO. 2024-326: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY DONALD WILLIAM AYERS AND DYNETTA OLIVIA JONES-AYERS LOCATED AT 11027 CARDINAL DRIVE (FIRST READING 10/14/2024)**

Council Member Spears moved to approve Proposed Ordinance No. 2024-326. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**PROPOSED ORDINANCE NO. 2024-353: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 101 MARQUISE WAY, LOT 12, BLOCK 1 OF WOODFIELD SUBDIVISION (FIRST READING 11/12/2024)**

Council Member Powell moved to approve Proposed Ordinance No. 2024-353. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Connie Spears	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Absent at time of vote
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**POLICE**

**RESOLUTION NO. 2024-407-R: AUTHORIZE MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE FBI TENNESSEE VALLEY REGIONAL COMPUTER FORENSICS LABORATORY PROGRAM**

Council Member Wroblewski moved to approve Resolution No. 2024-407-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye

Motion carried.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

December 4, 2024, the Special Called Meeting will begin at 6:00. Work Session will begin following a short intermission

**ADJOURNMENT**

Having no further business to discuss Council Member Wroblewski moved to adjourn. The roll call vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye

Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried  
The meeting was adjourned at 7:00 p.m.

Minutes No. 2024-22-RG, dated November 25<sup>th</sup>, 2024, read, approved and adopted this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member Connie Spears  
District Two

\_\_\_\_\_  
Council Member Teddy Powell  
District Three

\_\_\_\_\_  
Council Member Greg Shaw  
District Four

\_\_\_\_\_  
Council Member Ranae Bartlett  
District Five

\_\_\_\_\_  
Council Member Karen Denzine  
District Six

\_\_\_\_\_  
Council Member John Seifert  
District Seven

Concur:

\_\_\_\_\_  
Paul Finley, Mayor

Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

\_\_\_\_\_  
Lori Spaulding  
Recording Secretary

**RESOLUTION NO. 2024-376-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville-Madison County Convention & Visitors Bureau for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifty-Five thousand dollars (\$55,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU** (hereinafter “**CVB**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, CVB will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that CVB shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to CVB the sum of Fifty-Five thousand dollars and no cents (\$55,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. CVB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CVB agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by CVB.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by CVB regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of CVB, nor shall CVB at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, CVB being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of CVB and that officers, employees, and any other agents of CVB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. CVB is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. CVB hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or CVB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. CVB agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.



**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA                   §**  
**§**  
**COUNTY OF MADISON               §**

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Huntsville-Madison County Convention & Visitors Bureau is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

The Huntsville/Madison County Convention & Visitors Bureau (CVB) promotes the City of Madison in our print materials, on our website, through social media platforms and at trade shows and other consumer exhibitions across the country. In an effort to know the city and network with its leaders, one staff member, Jamie Koshofer, Vice President-Conventions is designated as our hands-on liaison. He was named to the Madison Chamber of Commerce Board of Directors, and two staff members attend Madison Chamber of Commerce (MCC) quarterly luncheons. The CVB attends after-hours events, other related events in Madison, and supports the annual Connect event. We are always ready to promote and lend support to Madison events and activities. Madison hospitality members attend the CVB's annual Tourism Summit during National Tourism Month and quarterly partner update events. The CVB coordinated the "Trains on Main" community project with MCC, which continues to be a popular promotion.

Information on the Rocket City Trash Pandas, their scheduled games and events at Toyota Field, and Town Madison, are promoted online and highlighted to appropriate media contacts. We enjoy promoting Madison craft breweries and over 120 Madison restaurants are promoted as well.

The CVB features Madison amenities in the following promotional materials:

- Madison rack card
- Destination Guide
- Points of Interest Map and Accommodations Map
- Dining Guide
- Online Events Calendar
- Birding Trail brochure
- Foundations of Faith brochure
- Name badges for convention attendees & table skirting for welcome tables
- Group Tour Planner
- Meeting Planner Guide
- Outdoor Guide
- Sports Guide
- NEW Interactive Digital Visitor Information kiosk and large Video Wall in the Visitor Center

The CVB represents the City of Madison at more than 40 trade and consumer shows throughout the country each year. Here is a partial list of the shows/associations in which the CVB participates:

- Alabama Council of Association Executives – exhibit at the tradeshow to sell state association executives on bringing their meetings to our area
- American Society of Association Executives – association meeting planners
- Travel South International – exhibit with other Alabama cities to encourage inclusion of Huntsville/Madison/Madison County when planning future travel to the U.S.
- Association of the United States Army National Convention held in Washington, DC each year

- Travel Media Meet-up twice annually – 25-30 appointments with travel media journalists to gain exposure of things to see and do in the area
- HelmsBriscoe Annual Business Meeting – third party meeting planners that represent hundreds of clients to encourage them to bring business to our market
- US Sports Congress
- Sports ETA with one-on-one appointments
- Military Reunion Network
- Society of Government Meeting Professionals tradeshow
- North American Travel Journalists Association Annual Conference
- Southern Travelers Explore

Madison hospitality partners participate in:

- Historic walking tours in April, a local event with statewide promotion
- iHeart social media campaign in February
- Tourism Month in May
- Restaurant Week and Culinary Month in August
- History/Outdoor Month in October
- Brochure delivery to hotels on a routine basis
- Event promotion on social media platforms by the CVB Social Media Manager
- Graphics produced in-house by our Graphic Design Manager to support and enhance sales, marketing and promotional efforts
- Media site visits
- Threshold 360 video promotion
- Bandwango / Show Your Badge promotion

A general search for “Madison” on [www.huntsville.org](http://www.huntsville.org) reveals that the city figures prominently throughout, as well as in printed material at all local Visitor Centers. The display cases and photographs in the Visitor Center are available and include Madison events and attractions. Photographs of Madison are prominently displayed in the Visitor Centers and provided to media.

The CVB is engaged in many partnerships with national, state and local partners, such as U.S. Travel Association, Southeast Tourism Society, Alabama Tourism Department and Alabama Mountain Lakes Tourist Association which assist team members with best practices, education and promotion ideas, and support the CVB’s mission to keep our communities top of mind as a visitor destination and meeting place. We are proud of hosting the Southeast Tourism Society Domestic Showcase this past year which enabled tour operators and media to experience our destination first-hand. For November 2024, the National Tour Association chose to host their annual conference, Travel Exchange in our area. This is the first time this conference will be held in Alabama. 650+ attendees are expected.

The CVB Convention team is tasked with bringing conferences and sporting events to Huntsville/Madison/Madison County. We are guided by a strategic plan that focuses on the following business markets that have direct links to our community – sports, government, religious, fraternal, association and corporate. The team’s sales efforts include:

- attending meeting planner/sports shows
- regional sales mission trips to Montgomery, Atlanta, Nashville and possibly Charlotte
- host local meeting planner events
- conduct city site tours

- engage with the community to keep meetings home in Madison County
- provide complimentary convention services to events taking place such as a city information table, registration assistants and providing connections to our hospitality partners

These sales efforts have retained existing conferences and won new conferences/sporting events that have a direct economic impact on the Madison hospitality community.

- Association of the United States Army (AUSA) Global Force Symposium – 6,000 attendees
- Space & Missile Defense Symposium – 5,500 attendees
- Gridiron Men’s Conference – 4,000 attendees
- Jehovah’s Witnesses Conferences – 4,000 attendees
- National Cyber Summit – 3,000 attendees
- Lions Club – USA/Canada Leadership Forum – 2,000 attendees
- Major League Fishing, Redcrest – 10,000 attendees
- Several sporting events at Toyota Field

Our marketing department works with print, social and broadcast media representatives to inform their consumers of the wealth of events and activities happening here.

A full-time social media manager posts on various timely subject matter and engages with visitors who have questions or need additional assistance before, during or even after their stay. We arrange news conferences with broadcast media for CVB special promotions such as Tourism Month, Restaurant Week, Culinary Month and History Month.

The CVB offers many services free of charge. We are proud to represent all local attractions, hotels, restaurants and meeting facilities with no membership fees required from industry partners. Additional funding will assist in expanding our marketing efforts to include new programs that will increase the number of visitors/convention delegates/sports enthusiasts who bring in more tax dollars.

The City of Madison continues to be a growing part of the hospitality industry, with Town Madison, Toyota Field, new restaurants and shops, and nearly 20% of the rooms in the county. With this tremendous growth, it’s an exciting time to promote our cities and county, and we are grateful for the opportunity to share the many great assets and amenities with visitors traveling to our area.

**RESOLUTION NO. 2024-377-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH WELLSTONE, INC. FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Wellstone, Inc. (Wellstone) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Forty-Five thousand dollars (\$45,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between **WELLSTONE, Inc.** (hereinafter “**WellStone**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, WellStone, formerly known as the Mental Health Center of Madison County, will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that WellStone shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to WellStone the sum of Forty Five thousand dollars and no cents (\$45,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. WellStone pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, WellStone agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by WellStone.



5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by WellStone regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of WellStone, nor shall WellStone at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, WellStone being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of WellStone and that officers, employees, and any other agents of WellStone are not nor shall they be deemed to be officers, employees, or agents of the City.
7. WellStone is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. WellStone hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or WellStone may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. WellStone agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**WellStone, Inc.**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA                   §**  
**§**  
**COUNTY OF MADISON               §**

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of WellStone, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

**WellStone Inc.**, is a comprehensive, public non-profit, community mental health center that has served the citizens of Madison County since 1969. Employing 375 people and providing 285,000 services to 13,700 people last year, WellStone provides services to children, adolescents, and adults who experience a mental illness and/or substance use disorder. Services range from traditional outpatient counseling, to intensive outpatient, case management outreach, structured day treatment, and 24/7 residential care. All programs of WellStone are fully certified by the Alabama Department of Mental Health and independent audits of WellStone's financial and clinical performance are routinely completed by external payers. WellStone also operates the **Nova Center for Youth & Family** that provides care to children and adolescents and **New Horizons Recovery Center** that specializes in addictions treatment. WellStone provides services primarily in the community and operates multiple residential homes across the county in addition to two primary treatment campuses in Huntsville. Six of the 18-member Board of Directors at WellStone are appointed by the City of Huntsville and half are appointed by Madison County (3 current members of the Board are Madison residents).

WellStone is primarily funded by a contract with the Alabama Department of Mental Health and through Medicaid insurance billing. These state funds are primarily used as match to draw down federal Medicaid dollars as payment for many of the services provided. These state and federal funds comprise about two-thirds of the total revenues for WellStone and other funding sources include private commercial insurance companies, payments directly from clients, small grants and contracts with local entities, and appropriations from local government. WellStone provides services regardless of ability to pay and utilizes a sliding fee scale that is based on family income and family size.

**With an appropriation of \$45,000 from the City of Madison, WellStone will:**

1. Underwrite part of the cost of treatment for Madison residents who are eligible for a sliding fee scale (they do not have third-party payer sources).
2. Work to expand clinical and educational services to the almost 1,000 Madison residents served last year.

With additional funding, WellStone can provide more services to more people and provide more discounted care to Madison residents who do not have third-party payment. The Board of Directors of WellStone appreciates the support and partnership of the City of Madison as we work together to enhance the quality of life for all citizens, including the 1 in 5 people every year who experience a mental health and/or substance use disorder.

**RESOLUTION NO. 2024-378-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH LAND TRUST OF NORTH ALABAMA (LTNA) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Land Trust of North Alabama (LTNA) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Twelve thousand dollars (\$12,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
**City of Madison, Alabama**

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
**City of Madison, Alabama**

**APPROVED** this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
**City of Madison, Alabama**

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **THE LAND TRUST OF NORTH ALABAMA** (hereinafter “**LTNA**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, LTNA will provide essential services to the City of Madison which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that LTNA shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to LTNA the sum of Twelve thousand dollars and no cents (\$12,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. LTNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LTNA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by LTNA.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LTNA regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed

- or construed to be a partner, joint venture, or agent of LTNA, nor shall LTNA at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, LTNA being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of LTNA and that officers, employees, and any other agents of LTNA are not nor shall they be deemed to be officers, employees, or agents of the City.
  7. LTNA is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
  8. LTNA hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
  9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or LTNA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
  10. LTNA agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
  11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**LAND TRUST OF NORTH ALABAMA**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Land Trust of North Alabama is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public



**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

## **Exhibit A**

The Land Trust of North Alabama will provide the following services:

- Assist and advise on greenway plan, design and acquisition for upcoming greenway projects
- Contribution of up to \$28,650 for land acquisition, as approved by the Land Trust Board of Directors
- Work with the City of Madison and the City of Huntsville to develop interconnectivity with each city's trails and greenways
- Continue partnership with City of Madison to monitor and maintain the City of Madison's property and trails on Rainbow Mountain; including coordination of volunteer work days
- Offer guided hikes on Madison 's trails and greenways
- One Madison resident on Land Trust Board of Directors as appointed by the City Council.
- Work with individual land owners and developers to expand land acquisition and preservation opportunities in Madison
- Other projects, support, and activity as needed and requested by the City of Madison

**RESOLUTION NO. 2024-379-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH KTECH, A WORKFORCE INITIATIVE OF THE KIDS TO LOVE FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with KTECH, A Workforce Initiative Of The Kids To Love Foundation for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 9th day of December 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
**City of Madison, Alabama**

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
**City of Madison, Alabama**

**APPROVED** this \_\_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
**City of Madison, Alabama**

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between **KTECH** a workforce initiative of the **Kids to Love Foundation**, a non-profit organization (hereinafter “**KTECH**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, KTECH will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that KTECH shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to KTECH the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. KTECH pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, KTECH agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by KTECH.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by KTECH regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of KTECH, nor shall KTECH at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, KTECH being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of KTECH and that officers, employees, and any other agents of KTECH are not nor shall they be deemed to be officers, employees, or agents of the City.
7. KTECH is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. KTECH hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or KTECH may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. KTECH agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**KTECH – KIDS TO LOVE FOUNDATION**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the KTECH – Kids to Love Foundation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

KTECH, a workforce initiative of the Kids to Love Foundation is a key player in providing innovative training to support Madison’s growing industries. The Pandemic created an enormous hole in the job market. We have seen the need to educate and train differently to get people back to work. KTECH teaches Mechatronics, Robotics, Soldering and Virtual Reality. Since its inception in 2016, KTECH will award 568 certifications.

The Madison City School System boasts the most graduates in KTECH with a total of 20% out of all the north Alabama feeder schools.

KTECH has a strong partnership with Bob Jones High School Engineering Academy. In 2021, KTECH launched a 12-week/180-hour Virtual Reality Class designed to provide students with an immersive introduction to VR and the tools and techniques used to create virtual experiences. We have currently completed four classes in virtual reality.

Our VR Academy is inwardly focused on the introduction, exploration, and training in virtual reality development. And, we work with industry to develop job placement opportunities and apprenticeships. Current graduates are working with i3 as interns. The end goal of the process is to spur economic development, job creation and a sustainable enterprise for the city of Madison and the north Alabama region.

Mayor Paul Finley serves as a KTECH Ambassador and has been active in the development of the KTECH program. 50% of Madison residents are part of the KTECH Ambassadors.

The Madison Rotary Club supports KTECH through a scholarship for a graduate of Bob Jones or James Clements High School. This scholarship is awarded for the Fall KTECH Class each year.

Madison residents participate in teaching Life Lab for our KTECH Mechatronics students and our VR Students. Life Lab teaches the soft skills our industry partners have requested.

Strategically, we are positioning ourselves as a premiere, innovative, and adaptable organization for workforce training. KTECH Students are employed at 23 local companies. KTECH is changing the trajectory for our community long-term, as we empower, uplift and support the people in our Madison community

The KTECH administrative team is respectfully requesting funding support from the city of Madison in the amount of \$5,000.00 to support the VR Academy.



**RESOLUTION NO. 2024-380-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON VISIONARY PARTNERS FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Visionary Partners for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifty-Five thousand dollars (\$55,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **MADISON VISIONARY PARTNERS** (hereinafter “MVP”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, MVP will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that MVP shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MVP the sum of Fifty-Five thousand dollars and no cents (\$55,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MVP pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MVP agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MVP.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MVP regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MVP, nor shall MVP at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MVP being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MVP and that officers, employees, and any other agents of MVP are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MVP is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MVP hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MVP may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MVP agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**MADISON VISIONARY PARTNERS**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**                   §  
   §  
**COUNTY OF MADISON**               §

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Madison Visionary Partners is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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**§**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

MVP seeks to support the City of Madison in the following key areas:

- Lead a broad-base community coalition to support needs in Madison
- Support large projects in the City of Madison
- Create community projects in the City of Madison
- Act as a fiscal sponsor in the City of Madison

Specifically, the City of Madison appropriation would be utilized in the following manner:

### **Broad Base Community Coalition**

MVP understands that the city must prioritize its projects and that capital funds can only be stretched so far. That is why MVP works on leveraging ongoing city projects with philanthropic support to improve those projects for the benefit of all in the City of Madison.

MVP has identified several key projects to achieve the vision identified above:

**Madison Community Center-** The City of Madison has completed the plan to convert the former Three Springs facility into a multi-use community center. The new Madison community center will benefit the entire community. MVP has helped secure \$938,500 in pledges and donations to date, for the Madison Community Center to help offset the final price tag and will continue to support the fundraising efforts of this project.

**Madison Mural Trail, Phase Two** - MVP would like to add another mural to the trail in 2025.

**Splash Pad** -once a location is selected, MVP would like to continue fundraising for the splash pad.

**Nature Play Park** - MVP believes that a nature-inspired park would add value to our community.

**Third Annual Madison Visionary Awards** - fundraiser for MVP that celebrates our community volunteers.

**MAD(I)SON sculpture at Town Madison** - this is on MVP's list of projects to initiate in 2025. This public art piece would be interactive, with 7 foot tall letters that spell MADISON. The "I" would be set back a bit so people can stand in the middle.

**Fiscal Sponsorship**

MVP will continue its Fiscal Sponsorship program acting as a sponsor for individuals and organizations that do not have a non 501c3 organizations allowing them to use MVP to create and implement projects that enhance the quality of life in Madison.

Acting as a conduit for philanthropic funds MVP will be able to direct donor dollars back into the community.

**Community Volunteer Projects**

MVP will continue its goal of creating a “net” of Madison organizations working together to successfully implement community volunteer projects and work-days to support projects that benefit our City.

**Madison Visionaries**

Stewarding and expanding our coalition of stakeholders, MVP will work as a “hub” to bring together Madison organizations and individuals. After some restructuring, we will implement our Madison *Visionaries*, a group of passionate citizens dedicated to investing resources in maintaining the operations of MVP.

Madison Visionary Partners will continue to work enthusiastically to support the Madison community. The common thread shared by community nonprofits and local government is a determination to use our respective resources to find solutions to meet today’s challenges and support our community. When we weave our resources together, the fabric of the solution is stronger. MVP appreciates the past support of the City of Madison and looks forward to continuing to work together to not only meet the needs of our mutual stakeholders, but to surpass them.

**RESOLUTION NO. 2024-388-R**

**DECLARING POLICE BADGE AND DUTY WEAPON ISSUED TO OFFICER CHARLES SPENCE AS SURPLUS AND AUTHORIZING THEY BE GIVEN TO HIM UPON HIS RETIREMENT**

**WHEREAS**, the City of Madison owns personal property (formerly used by the Police Department) for which the City has no continuing need upon the retirement of Officer Charles Spence, such property consisting of the following items used by Officer Charles Spence:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
One (1)	Glock 17 Serial BGYC780 Weapon
One (1)	Silver Police Officer Badge

**WHEREAS**, it is the desire of the City Council and the City of Madison to declare said personal property to be surplus and to direct that said property be given to the named individual upon his retirement from the City of Madison on January 1, 2025.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



**RESOLUTION NO. 2024-416-R**

**A RESOLUTION AUTHORIZING THE EXECUTION AND SUBMISSION  
OF A FEMA GRANT APPLICATION FOR RADIOS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor, Fire Chief, and Director of Finance are hereby authorized, requested, and directed to execute and submit on behalf of the City of Madison, Alabama, a municipal corporation of the State of Alabama, a FEMA Assistance to Firefighters grant application (Federal share \$361,870.74; local share \$36,187.07). Said grant funds shall be used by the Fire and Rescue Department to purchase radios.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert, II, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**The U. S. Department of Homeland Security (DHS)  
Notice of Funding Opportunity (NOFO)  
Fiscal Year 2024 Assistance to Firefighters Grant Program**

**All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: <https://sam.gov/content/entity-registration>.**

**Updates in Grant Application Forms:**

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov: <https://www.grants.gov/forms/forms-development/planned-uei-updates>.

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## **A. Program Description**

### **1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

### **2. Assistance Listings Number**

97.044

### **3. Assistance Listings Title**

Assistance to Firefighters Grant (AFG)

### **4. Funding Opportunity Title**

Fiscal Year 2024 Assistance to Firefighters Grant (AFG)

### **5. Funding Opportunity Number**

DHS-24-GPD-044-00-98

### **6. Authorizing Authority for Program**

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

### **7. Appropriation Authority for Program**

Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance (2024 DHS Appropriations Act)

### **8. Announcement Type**

Initial

### **9. Program Category**

Preparedness: Fire and Life Safety

## **10. Program Overview, Objectives, and Priorities**

### **a. Overview**

The Fiscal Year (FY) 2024 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore the public with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately \$8.7 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 800 fire apparatuses,

150,000 personal protective equipment items, and 126,000 other fire equipment to more than 7,000 unique recipients. During the same period, the AFG Program provided funding to 915 recipients to modify department facilities or implement wellness and fitness priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant’s need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

**b. Goals, Objectives, and Priorities**

Goal: Enhance the safety of the public and firefighters with respect to fire and fire-related hazards.

Objectives: Provide critically needed resources that equip and train emergency personnel to recognized standards, outfit responders with compliant personal protective equipment to increase responders’ physical protection against hazards during incident response, provide funding to retrofit or modify facilities to protect personnel from known health hazards, acquire emergency response vehicles, design and implement health, wellness and resiliency programs that prepare responders for incident response, enhance operational efficiencies, foster interoperability, and support community resilience.

Priorities: Information on program priorities and objectives for the FY 2024 AFG Program can be found in [Appendix B – Programmatic Information and Priorities](#).

**c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan**

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the AFG Program supports the goal to Strengthen Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and



Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

**11. Performance Measures**

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient’s performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Number of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

Please see [Appendix B](#) for additional information on the criteria used to evaluate the program priorities.

**B. Federal Award Information**

1. Available Funding for the NOFO:	\$291,600,000 <sup>1</sup>
2. Projected Number of Awards:	2,000

<sup>1</sup> Note that this figure differs from the total amount appropriated under the Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management, Agency, Federal Assistance (2024 DHS Appropriations Act). In this FY 2024 AFG Program NOFO, percentages of “available grant funds” refers to the total amount appropriated—\$324,000,000—by Pub. L. No. 118-47 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these “available grant funds” will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. \$32,400,000 will be allocated to FP&S for FY 2024.

3. Period of Performance: 24 months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#) of this NOFO.

4. Projected Period of Performance Start Date(s): N/A<sup>2</sup>

5. Projected Period of Performance End Date(s): N/A

6. Projected Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

7. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

- **Fire Departments:** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,<sup>3</sup> or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.
- **Nonaffiliated EMS organizations:** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,<sup>3</sup> or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
  - Clinics;

<sup>2</sup> FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

<sup>3</sup> The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

- Medical centers;
  - Medical colleges or universities;
  - Infirmaries;
  - Surgery centers; and
  - Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.
- ***State Fire Training Academies***: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.<sup>3</sup> Applicants must be designated either by legislation or by a governor’s declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.
  - ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

## 2. Applicant Eligibility Criteria

The FY 2024 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix B– Programmatic Information and Priorities](#).

### 3. Subawards and Beneficiaries

#### a. *Subaward allowability*

Subawards are not allowed under the AFG Program.

#### b. *Beneficiaries or Participants*

This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

### 4. Other Eligibility Criteria/Restrictions

#### a. *National Fire Incident Reporting System (NFIRS)*

Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

**Note:** Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

#### b. *National Incident Management System (NIMS)*

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2024 AFG Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

### 5. Maintenance of Effort (MOE)

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance to at least 80% or more of the

average of what the applicant spent on such costs for those activities in fiscal years 2022 and 2023. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

## 6. Cost Share or Match

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded; or
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding as described in [Appendix B.g- Regional Applications](#).

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at [Assistance to Firefighters Grants](#).

### a. Types of Cost Share

- i. **Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. **Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- iii. **In-kind (Soft Match):** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

**b. Economic Hardship Waivers**

The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

**D. Application and Submission Information**

**1. Key Dates and Times**

**a. Application Start Date:** 11/12/2024 at 9 AM ET

**b. Application Submission Deadline:** 12/20/2024 at 5 PM ET

All applications **must** be received by the established deadline.

FEMA’s Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in [Section D](#) of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding.** FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

**Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline.** Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at [femago@fema.dhs.gov](mailto:femago@fema.dhs.gov) or (877) 585-3242, Monday through Friday, 9 AM – 6 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at (866) 274-0960 or by e-mail at [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). The AFG Program Helpdesk is open Monday through Friday, 8 AM – 4:30 PM ET.

**c. Anticipated Funding Selection Date:** No later than April 30, 2025



**d. Anticipated Award Date:**

Beginning on approximately April 30, 2025 and continuing thereafter until all FY 2024 AFG Program grant awards are issued (but no later than September 30, 2025).

**e. Other Key Dates**

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

**2. Agreeing to Terms and Conditions of the Award**

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

**3. Address to Request Application Package**

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Hard copies of the NOFO can be downloaded at [Grants.gov](https://www.grants.gov/) or obtained via email from the Awarding Office points of contact listed in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information” or by TTY (800) 462-7585.

**4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management ([SAM.gov](https://sam.gov/))**

Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

- a. Be registered in Sam.Gov before application submission.
- b. Provide a valid UEI in its application.
- c. Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM.

Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

## **5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with [login.gov](https://login.gov);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>;
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to



receiving a federal award, the applicant must notify FEMA as soon as possible by contacting [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

## 6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

## 7. How to Register to Apply

### a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

**The registration process can take up to four weeks to complete.** To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

### b. Obtain an UEI Number: 3

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://www.sam.gov)

### c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

### d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: [https://secure.login.gov/sign\\_up/enter\\_email?request\\_id=34f19fa8-14a2-438c-8323-a62b99571fd3](https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3).

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

**e. Register with SAM:**

All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to <https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm>.

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant’s immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

**I. ADDITIONAL SAM REMINDERS**

Existing SAM.gov account holders should check their account to make sure it is “ACTIVE” SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being “INACTIVE.” **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA’s system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization’s name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

**II. HELP WITH SAM**

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or

concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

**f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:**

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

**8. Submitting the Application**

Applicants will be prompted to submit the standard application information and any program-specific information required as described in [Section D.10](#) of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the <https://grants.gov/forms/forms-repository/sf-424-family>. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under [Section D](#) of this NOFO.

**9. Timely Receipt Requirements and Proof of Timely Submission**

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

**Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due.** No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

## 10. Content and Form of Application Submission

### a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://grants.gov/forms/forms-repository/sf-424-family>

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**

### b. *Program-Specific Required Forms and Information*

Program-specific forms or information are required to be submitted in [FEMA GO](#). For program-specific required and optional forms and information, please see the [Appendices](#) to this NOFO.

## 11. Other Submission Requirements

FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of AFG to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters, fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. Although each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

## 12. Funding Restrictions and Allowable Costs

All costs charged to federal awards (including both federal funding and any non-federal matching or cost sharing funds) must comply with applicable statutes, rules and regulations, and policies, this NOFO, and the terms and conditions of the federal award. They must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200 unless otherwise indicated in the NOFO or the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h). The following identifies a list of activities for which a recipient may not use federal funds and any cost sharing or matching funds under federal awards:

- Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306)
- Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450
- Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435) See subsections below for information on any other funding restrictions.

*Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.*

### a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients, subrecipients, and their contractors must comply with the prohibitions set forth in Section 889 of the [John S. McCain National Defense Authorization Act](#) for Fiscal Year 2019, Pub. L. No. 115-232 (2018) (FY 2019 NDAA) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The FY 2019 NDAA and these regulations, as they apply to recipients, subrecipients, and their contractors and subcontractors, provide for two distinct prohibitions: (1) prevent the use of federal award funds to procure or obtain covered telecommunications equipment or services; and (2) prevent the use of federal award funds to contract with an entity that uses such covered telecommunications equipment or services. Guidance is available at [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system; or

- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **I. REPLACEMENT EQUIPMENT AND SERVICES**

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

#### **II. DEFINITIONS**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” *See* 2 C.F.R. § 200.471.

#### **b. Pre-Award Costs**

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see [Appendix C](#) for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

**Note:** FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C](#) for further information regarding grant writer fees and [Section H-Additional Information](#) of this NOFO for general procurement under grants requirements.

**c. *Management and Administration (M&A) Costs***

M&A costs are allowed by Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47. M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award. In addition, reimbursement for fees associated with hiring grants management services is now capped at \$1,500. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

**d. *Indirect Facilities & Administrative (F&A) Costs***

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not



required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

**e. Evaluation Costs**

Evaluation costs are allowable. See [Section H.2 “Program Evaluation”](#) for more details.

**f. Other Direct Costs**

- **Construction:** Construction costs are not eligible under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in [Appendix B- Funding Priorities](#), are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.
- **Fire Departments and Nonaffiliated EMS organizations funding restrictions:** The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2024, or \$2,916,000.00. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2024:



Population of the jurisdiction served by the recipient	Maximum award in FY 2024	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$2.91 million	None available
1,000,001 – 2,500,000 people	No more than \$2.91 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$2.91 million	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
  - **Fire Departments:** Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75%).
  - **Nonaffiliated EMS Organizations:** Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
  - **Emergency Medical Services Providers:** Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
  - **State Fire Training Academy:** Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than \$500,000 of available federal grant funds may be awarded per SFTA applicant.
  - **Vehicles:** Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
  - **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$75,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

## **E. Application Review Information**

### **1. Application Evaluation Criteria**

#### **a. *Programmatic Criteria***

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

#### **b. *Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
  - ii. Quality of management systems and ability to meet management standards.
  - iii. History of performance in managing federal award.
  - iv. Reports and findings from audits.
  - v. Ability to effectively implement statutory, regulatory, or other requirements.
- c. *Supplemental Financial Integrity Criteria and Review***  
Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:
- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant’s immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
  - ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
  - iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant’s integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

## **2. Review and Selection Process**

AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

### **a. *Pre-Scoring Process***

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with

program guidance and statutory funding limitations. The pre-score is half of the total application score.

**b. Peer Review Panel Process**

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Peer reviewers will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

**I. NARRATIVE EVALUATION CRITERIA**

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s). Each narrative section allows no more than 4,000 characters each, including spaces and punctuation.

**FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on FEMA website: [Assistance to Firefighters Grants Documents | FEMA.gov](#). The documents are designed to assist applicants with narrative preparation and provide specific criteria used by a panel of peer reviewers when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.**

Peer reviewers will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

**Financial Need (25%). This section allows 4,000 characters (including spaces and punctuation).**

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

**Project Description and Budget (25%). This section allows 4,000 characters (including spaces and punctuation).**

The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, local, or tribal requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

**Cost Benefit (25%). This section allows 4,000 characters (including spaces and punctuation).**

Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

**Statement of Effect on Operations (25%). This section allows 4,000 characters (including spaces and punctuation).**

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildfire and Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

**c. *Technical Evaluation Process (TEP)***

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will make a final assessment of the application with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. During TEP, the information in [Appendix B](#) is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding based on findings made during this assessment.

## **F. Federal Award Administration Information**

In addition to the language below, please see [Appendix C](#) of this NOFO for additional award administration information.

### **1. Notice of Award**

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

### **2. Difference between Application Request and Award**

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

### **3. Turndown Notifications**

FEMA GO will provide all applicants who do not receive an FY 2024 AFG Program award with a turndown notification.

### **4. Administrative and National Policy Requirements**

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

**a. *DHS Standard Terms and Conditions***

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

**b. *Ensuring the Protection of Civil Rights***

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

**c. *Environmental Planning and Historic Preservation (EHP) Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

**Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of**



**communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process.** The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources including, but not limited to, threatened or endangered species and historic properties; and identify mitigation measures and/or alternative courses of action that may lessen any impact to those resources.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen any impact to environmental resources and bring the project into compliance with EHP requirements.

Guidance on the EHP process is found at [Environmental Planning and Historic Preservation](#). The site contains links to various documents including those identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the [EHP Directive & Instruction](#).

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 CFR § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) “Freeboard Value Approach” (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or



- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input.

The GPD EHP screening form is located at [https://www.fema.gov/sites/default/files/documents/fema\\_ehp-screening\\_form\\_ff-207-fy-21-100\\_5-26-2021.pdf](https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf). Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at [https://www.fema.gov/sites/default/files/documents/fema\\_gpd-ehp-policy-guidance.pdf](https://www.fema.gov/sites/default/files/documents/fema_gpd-ehp-policy-guidance.pdf).

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA);
- Air quality systems;
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety);
- Generators (fixed);
- Sprinklers;
- Vehicle exhaust systems (fixed);
- Washer/dryer/extractor;
- Fixed communications antennas onto a building;
- Building renovations such as removal of walls or installation of electrical or water lines;
- Training/exercises in natural settings such as rope or swift water;
- LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed; and
- Purchase of PPE and/or SCBA.

**d. *Mandatory Disclosures***

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

**5. Reporting**

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

**a. *Financial Reporting Requirements***

**I. FEDERAL FINANCIAL REPORT (FFR)**

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>.

Recipients must file the FFR electronically using FEMA GO.

**II. FFR REPORTING PERIODS AND DUE DATES**

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

**b. *Programmatic Performance Reporting Requirements***

**I. PERFORMANCE PROGRESS REPORT (PPR)**

The recipient is responsible for completing and submitting a PPR using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

## II. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- **No later than July 30 (for the period January 1 – June 30)**
- **No later than January 30 (for the period July 1 – December 31)**

### c. *Closeout Reporting Requirements*

#### I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable.
- ii. The final FFR (SF-425).
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance. If applicable, the recipient must include with the final progress report an inventory of all construction projects.
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance. If the final FFR and performance report periods coincide with the end of the period of performance, FEMA has discretion under 2 C.F.R. Part 200 to waive the last quarterly/semiannual/annual reports and only require the final FFR and performance report for closeout purposes. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(d).

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used

beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

## II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in Contracting Performance Assessment Reporting System (CPARS) the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

### d. *Additional Reporting Requirements*

#### I. **DISCLOSING INFORMATION PER 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it

knows if it or any of the recipient’s principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient’s principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

**II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

Appendix XII to 2 C.F.R. Part 200 sets forth a term and condition related to recipient integrity and performance matters that will apply to all federal awards under this funding opportunity. If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of a federal award under this funding opportunity, then a recipient must maintain the currency of information reported in the Contracting Performance Assessment Reporting System (CPARS) about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

**III. SINGLE AUDIT REPORT**

A recipient that expends \$750,000 or more during the recipient’s fiscal year in federal awards (as defined by 2 C.F.R. § 200.1) must have a single audit conducted in accordance with 2 C.F.R. § 200.514 except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.501. The audit must be conducted in accordance with 2 C.F.R. Part 200, Subpart F and, as required by 2 C.F.R. § 200.514, in accordance with the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards, which can be found on the Yellow Book page of the GAO website.

**6. Monitoring and Oversight**

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the

recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing semi-annual financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

## **G. DHS Awarding Agency Contact Information**

### **1. Contact and Resource Information**

#### **a. *AFG Program Office Contact***

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

#### **b. *FEMA Grants News***

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) OR by phone at (800) 368-6498, Monday through Friday, 9 AM – 5 PM ET.

#### **c. *Grant Programs Directorate (GPD) Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov).

#### **d. *FEMA Regional Offices***

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available on the FEMA website at [Assistance to Firefighter Grants Regional Contacts](#).

#### **e. *Civil Rights***

The FEMA Office of Civil Rights (OCR) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to [FEMA-CivilRightsOffice@fema.dhs.gov](mailto:FEMA-CivilRightsOffice@fema.dhs.gov).

**f. *Environmental Planning and Historic Preservation***

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.dhs.gov](mailto:gpdehpinfo@fema.dhs.gov).

**2. Systems Information**

**a. *FEMA GO***

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at [femago@fema.dhs.gov](mailto:femago@fema.dhs.gov) or (877) 585-3242, Monday through Friday, 9 AM – 6 PM ET.

**H. Additional Information**

**1. Termination Provisions**

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

**a. *Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on [Actions to Address Noncompliance](#) in this NOFO.

**b. *With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

**c. *Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in



its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

## 2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

## 3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;

- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

**Example:** Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

#### 4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

Grant and cooperative agreement recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant or cooperative agreement.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities and intellectual disabilities to the extent practicable.
- Provide auxiliary aids and services, including American Sign Language interpreters, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, needs of individuals with intellectual disabilities, and information access.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

##### **5. Conflicts of Interest in the Administration of Federal Awards or Subawards**

For conflicts of interest under grant-funded procurements and contracts, refer to the section on [Procurement Integrity](#) in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-

through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

## 6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

### a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2

C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

*See* 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [Section D.12.a](#) of the NOFO regarding prohibitions on covered telecommunications equipment or services.

**b. *Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;

- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

**c. *Supply Schedules and Purchasing Programs***

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

**I. GENERAL SERVICES ADMINISTRATION SCHEDULES**

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

**II. OTHER SUPPLY SCHEDULES AND PROGRAMS**

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;



- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

**d. *Procurement Documentation***

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

**7. Financial Assistance Programs for Infrastructure**

**a. *Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02,



## Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy American Preference in FEMA Financial Assistance Programs for Infrastructure available at [https://www.fema.gov/sites/default/files/documents/fema\\_build-america-buy-america-act-policy.pdf](https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf) To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#), and [https://www.fema.gov/sites/default/files/documents/fema\\_build-america-buy-america-act-policy.pdf](https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf)

### **b. Waivers**

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

c. *Definitions*

For BABAA specific definitions, please refer to the FEMA Buy America website at: [“Programs and Definitions: Build America, Buy America Act | FEMA.gov.”](#)

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

8. **Record Retention**

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient’s fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient’s fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

**b. *Types of Records to Retain***

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.,* 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

**9. *Actions to Address Noncompliance***

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, civil rights complaint investigations and compliance reviews, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on [Termination Provisions](#) in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA may attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

## 10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or

program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.5.d.iii](#) of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements.”

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor’s possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity’s compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

## 11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

## 12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

## 13. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

## 14. Hazard-Resistant Building Codes

Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities and lives against natural disasters, with an estimated \$11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work in support of the multi-agency National Initiative to Advance Building Codes. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications and standards, and to exceed them where feasible.”

## 15. Appendix A – FY 2024 AFG Program Updates

Appendix A contains a brief list of changes between FY 2023 and FY 2024 to the AFG Program. The FY 2024 AFG Program funding notice contains some changes to definitions,

descriptions, and priority categories. Changes include:

- Under Narrative Evaluation Criteria:  
A character count for each narrative section and a link to the Narrative Development Toolkit and Self-Evaluation sheets was added.
- Under Application Tips:  
Clarification that scores for applications with a mix of “High,” “Medium,” and “Low” priorities may be negatively impacted was added to this section. Applicants must consider priorities under each Activity listed in this NOFO when applying.
- Under Equipment Activity:
  - Clarification that FEMA will consider only “High” priority items for funding was added.
  - The following EMS equipment was added as High Priority:
    - Suction Unit (non-disposable)
    - CPAP Device
    - Power Stair Chair
    - Patient Carbon Monoxide Monitor
    - Capnography/capnometer Device
  - The following EMS equipment was added as Medium Priority:
    - O2 Kit
    - Non-disposable Splints
  - The following EMS equipment was added as Low Priority:
    - Stretcher
    - Backboard
    - Trauma Bag
    - Mass Casualty Kit
- Under Wellness and Fitness Activity:  
A clarification that Priority 1 programs must be already in place or requested in the application before Priority 2 programs will be considered for funding. In addition, the following items were added as ineligible:
  - Saunas (including infrared)
  - Hyperbaric chambers
  - Ice baths
  - Purchase of medical equipment
- Under Grant Writer/Preparation Fees:  
Clarification that the grant writer fee is subject to the cost share requirement was added.

## **16. Appendix B – Programmatic Information and Priorities**

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

**a. *Ineligible Applications and/or Organizations***

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

**Examples of ineligible applications and/or organizations include:**

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
  - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
  - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment (including quantities) is for which agency/instrumentality. This is permissible



even if that entity submits multiple applications across regional versus direct applications.

- Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

**b. *Supporting Definitions for this NOFO***

**Authority Having Jurisdiction (AHJ)** is an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure (Per NFPA 101, 2021 Edition: Life Safety Code).

**Automatic Aid** is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2020 Edition and NFPA 1720, 2020 Edition).

**Career Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

**Combination Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

**Firefighting Personnel**, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

**Mutual Aid** is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

**Metro Department** is a metropolitan fire department that has a minimum staffing of

350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

**Primary First Due** is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

**Volunteer Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

**c. Community Classifications**

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban or rural. The community classification will determine the funding priority.

The US Census Bureau’s urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit the Census website at [Urban and Rural](#).

FY 2024 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
<b>Population of primary first due response area</b>	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
<b>Water Supply (percentage of primary first due response area covered by hydrant service)</b>	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
<b>Land Use within primary first due response area</b>	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
<b>Square miles within primary first due response area per station</b>	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

**d. Application Tips**

The following information may be useful when preparing a competitive application:

- NFPA “FREE ACCESS”: As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and

standards available online for free. Please visit [NFPA's Free Access page](#).

- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE. In other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- **Applicants are encouraged to review the funding priorities listed under each activity in [Appendix B "Funding Priorities"](#) section in this NOFO. These priorities are marked as "High," "Medium," or "Low" and should be considered when applying for a grant. FEMA will fund items and activities with the highest priority first. Applying for "Medium" or "Low" priority items in addition to "High" priority items/projects may negatively impact the overall score of the activity. In addition, FEMA will only consider "High" priority items for funding under Operations and Safety – Equipment activity.**

**e. *Restrictions on Uses of Award Funds***

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an

existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.

- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization’s SCBA cylinders using a grant funded compressor, cleaning another organization’s turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.
- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
  - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
  - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
  - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a Regional SCBA request under the PPE activity. Regional requests for Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
  - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.
- Items must be requested using individual item dropdowns in the application (e.g. nozzles and appliances should not be requested under ‘Hose (Attack/Supply)’ dropdown, but under ‘Appliance(s)/Nozzle(s)’ option). In addition, items requested as a bundle without details on the number of units and cost per individual component will not be considered for funding.

**f. Funding Priorities**

**I. OPERATIONS AND SAFETY – TRAINING OVERVIEW**

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

**All of the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)**

<b>Fire Department, Regional, and SFTA Training Priorities by Purpose</b>	
<b>H</b>	Training evaluated using national or state standards
<b>H</b>	Training that brings a department into compliance with recommended NFPA or other national standards
<b>H</b>	Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency

<b>Fire Department, Regional, and SFTA Training Priorities by Purpose</b>	
<b>H</b>	Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
<b>M</b>	Training that does not result in certification
<b>M</b>	Training that is self-directed/validated
<b>L</b>	Training that will address an identified risk but not associated with compliance to any standards

<b>Fire Department and Regional Training Priorities by Course Type</b>				
<b>Training</b>	<b>NFPA #</b>	<b>Urban</b>	<b>Suburban</b>	<b>Rural</b>
Firefighter I, II	1001	<b>H</b>	<b>H</b>	<b>H</b>
Fire/Emergency Services Instructor	1041	<b>H</b>	<b>H</b>	<b>H</b>
Hazardous Materials Response-Awareness, Operations, Technician	470	<b>H</b>	<b>H</b>	<b>H</b>
Infection Control	1581	<b>H</b>	<b>H</b>	<b>H</b>
Confined Space Response- Awareness, Operations, Technician	2500	<b>H</b>	<b>H</b>	<b>H</b>
Wildland firefighting (basic)	1140	<b>H</b>	<b>H</b>	<b>H</b>
Wildland firefighting certification (red card)	1140	<b>H</b>	<b>H</b>	<b>H</b>
Wildland Fire Officer	1051	<b>H</b>	<b>H</b>	<b>H</b>
Rapid Intervention Training	1407	<b>H</b>	<b>H</b>	<b>H</b>
Fire Officer	1021	<b>H</b>	<b>H</b>	<b>H</b>
Emergency Medical Responder		<b>H</b>	<b>H</b>	<b>H</b>
Emergency Medical Technician		<b>H</b>	<b>H</b>	<b>H</b>
Advanced Emergency Medical Technician to Paramedic		<b>H</b>	<b>H</b>	<b>H</b>
Paramedic		<b>H</b>	<b>H</b>	<b>H</b>
Paramedic to Community Paramedic		<b>H</b>	<b>H</b>	<b>H</b>
Firefighter Safety and Survival	1407	<b>H</b>	<b>H</b>	<b>H</b>
Safety Officer	1026,1521	<b>H</b>	<b>H</b>	<b>H</b>
Fire Apparatus Driver/Operator	1002	<b>H</b>	<b>H</b>	<b>H</b>
Fire Prevention	1037,1730	<b>H</b>	<b>H</b>	<b>H</b>
Fire Inspector	1031	<b>H</b>	<b>H</b>	<b>H</b>
Fire Investigator	921,1033	<b>H</b>	<b>H</b>	<b>H</b>
Fire Educator	1035	<b>H</b>	<b>H</b>	<b>H</b>
NIMS/Incident Management System (IMS)	1026,1561	<b>H</b>	<b>H</b>	<b>H</b>
Emergency Scene Rehab	1584	<b>H</b>	<b>H</b>	<b>H</b>
Critical Incident Debriefing/Crisis Intervention	1500	<b>H</b>	<b>H</b>	<b>H</b>
Any training to a National/State or NFPA standards		<b>H</b>	<b>H</b>	<b>H</b>

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	440, 460, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1910	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

**Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training**

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

**A higher priority is assigned to the following due to the time and cost of upgrading an organization’s response level:**

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking

to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

**Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Train-the-trainer courses</li> <li>• Alternative fuel firefighting</li> <li>• Response to natural disasters</li> <li>• Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall)</li> <li>• Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training</li> <li>• Rental of facilities to conduct training</li> <li>• Rental of Audio/Visual equipment</li> <li>• Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, lodging expenses, etc.)</li> <li>• Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers</li> <li>• Tuition, exam/course fees, and certifications/certification expenses</li> </ul> | <ul style="list-style-type: none"> <li>• Purchase of training curricula and training services (instructors)</li> <li>• Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management</li> <li>• Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs</li> <li>• Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training</li> <li>• Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$50,000 for Operation and Safety requests; this does not apply to SFTA requests</li> </ul> |
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**Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:**

<ul style="list-style-type: none"> <li>• Construction of facilities (buildings, towers, sheds, etc.)</li> <li>• Firefighting equipment or PPE, such as SCBA, used exclusively for training</li> <li>• Remodeling not directly related to grant activities</li> <li>• Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization’s performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing</li> <li>• Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities</li> <li>• Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.)</li> <li>• Purchase of Unmanned Aerial Vehicles (UAVs) and Drones</li> <li>• Food and beverages</li> </ul>
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**Eligible Training Activities for Nonaffiliated EMS include but are not limited to:**

<ul style="list-style-type: none"> <li>• EMR</li> <li>• EMT</li> <li>• AEMT</li> <li>• AEMT to Paramedic</li> <li>• Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance)</li> <li>• Community Paramedics (paramedics with Primary Care certification)</li> <li>• Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)</li> </ul>	<ul style="list-style-type: none"> <li>• Attendance at formal training forums or conferences providing continuing education credits</li> <li>• Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training</li> <li>• Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers)</li> <li>• Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award’s scope of work; examples include bandages, splints, expendable respiratory supplies, etc.</li> </ul>
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**II. OPERATIONS AND SAFETY – EQUIPMENT OVERVIEW**

AFG grants fund equipment for effective response, firefighting, rescue and emergency medical operations to enhance the public safety.

**Reminder:** When requesting training for any items in this section, enter the request under “Additional Funding” in the “Request Details” section of the application. Make sure to identify the type and scope of training, timeframe, etc. in the item description section. Training must be specific to the use of the



equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

**Also note:**

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

**All of the following are considerations in pre-scoring and peer review determinations:**

**Only High (H) priority equipment items listed below will be considered for funding.**

Priority	Age Category	Fire and Fire Regional	SFTA
<b>BASIC EQUIPMENT</b>			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants - M Regional Applicants - H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA – H
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic Hand Tools (Structural/Wildfire)	Basic Hand Tools (Structural/Wildfire)
M H	Intermediate	Electric/Gas Powered Saws/Tools - M	Electric/Gas Powered Saws/Tools - H
M H	Short	Fit Tester - M	Fit Tester – H

Priority	Age Category	Fire and Fire Regional	SFTA
M H	Long	Foam Eductors - M	Foam Eductors - H
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - M	Ladders - H
M H	Short	Personal Accountability Systems - M	Personal Accountability Systems - H
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props - M	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training - H
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
<b>COMMUNICATIONS</b>			
M H	Intermediate	Base Station (must be P-25 Compliant) - M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets - M	Headsets - H
M H	Intermediate	Mobile Radios (must be P-25 Compliant) - M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P-25 Compliant) - M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) - M	Pagers (limited to number of active members) - H
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT

Priority	Age Category	Fire and Fire Regional	SFTA
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
<b>EMS EQUIPMENT</b>			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Suction Unit (Non-Disposable)	Suction Unit (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Power Stair Chair	Power Stair Chair
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretcher	Stretcher
L	Intermediate	Backboard	Backboard
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)
<b>EXTRICATION</b>			
M H	Intermediate	Cutter/Spreader - M	Cutter/Spreader - H
M H	Intermediate	Vehicle Extrication Equipment - M	Vehicle Extrication Equipment - H
<b>HAZARDOUS MATERIALS</b>			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
<b>SPECIALIZED</b>			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator

Priority	Age Category	Fire and Fire Regional	SFTA
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CHEMICAL BIOLOGICAL RADIOLOGICAL NUCLEAR EQUIPMENT (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
<b>Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.</b>			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
H	Intermediate	Power Stair Chair	Power Stair Chair

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretchers	Stretchers
L	Intermediate	Backboards	Backboards
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
<b>HazMat</b>			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.
M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.

**Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities**

Priority	Purpose of Request	Definition
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

**Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:**

<ul style="list-style-type: none"> <li>• Shipping, taxes, assembly, and installation of the requested equipment</li> <li>• Extended warranties and service agreements if acquired concurrent with initial acquisition</li> <li>• Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/ construction of a non-weight bearing wall)</li> <li>• Equipment for response to incidents involving CBRNE/WMD</li> <li>• Training specific to the requested equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Requested support activities for equipment requiring supplies or expendables or “onetime” use items essential for an award’s scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training</li> <li>• Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP</li> <li>• Computing device may be considered for reimbursement if essential to the operation of the funded equipment.</li> </ul>
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**Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:**

<ul style="list-style-type: none"> <li>• Construction of facilities, such as buildings, towers, or sheds to house communications</li> <li>• All fixed non-mobile repeaters or fixed site amplifiers</li> <li>• Sirens or other outdoor warning devices</li> <li>• Signage of any kind</li> <li>• Phones (telephone/satellite/cell) and carrier plans</li> <li>• Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance</li> <li>• Personal Safety/Rescue Bailout System (PPE)</li> <li>• Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture</li> <li>• Nonaffiliated EMS expendable supplies (including but not limited to medications)</li> <li>• Vehicle mounted fans</li> </ul>	<ul style="list-style-type: none"> <li>• Utility Vehicles and All-Terrain Vehicles (UTV/ATV)</li> <li>• UAVs and Drones</li> <li>• Bomb disposal equipment and robots</li> <li>• Mobile radios for personally owned vehicles (except Chief Fire Officer’s personal vehicle if justified)</li> <li>• Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints</li> <li>• Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators)</li> <li>• Subscriptions, memberships, equipment rental or lease to purchase</li> <li>• Refurbished equipment</li> </ul>
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### Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

**IMPORTANT:** The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Technical specifications are located at: FY 2023 [SAFECOM Guidance on Emergency Communications Grants](#).
- It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

**Note:** Recipients using FY 2024 AFG Program funds to support emergency communications activities should review and comply with [SAFECOM requirements](#), including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

### III. OPERATIONS AND SAFETY – PPE OVERVIEW

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace or purchase new PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Exposure to Per- and polyfluoroalkyl substances (PFAS chemicals) has been linked to cancer and other health effects. Recipients of PPE awards are strongly encouraged to ask potential vendors about their current level of compliance with using PFAS-free materials and to purchase PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured. PPE gear (to include SCBA) that is less than 10 years old and 2 NFPA cycles behind that was deemed damaged/unsafe/unrepairable is eligible for replacement if sufficient justification is provided in the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High (H) Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request “to increase supplies” (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildfire PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one



coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.

- FEMA considers PPE gear bags and RIT packs as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.
- Recipients should consider the importance of proper fitting gear when making purchasing decisions. This includes the nuances with proper fitting for female firefighters.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the “Additional Funding” section within the “Request Details” section of the application.

**The following are considerations in pre-scoring and peer review determinations:**

<b>Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities</b>		
<b>Priority</b>	<b>Purpose of Request</b>	<b>Definitions</b>
<b>H</b>	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
<b>H</b>	Replace in-service or in-use damaged/unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
<b>H</b>	Replace in-service/in-use/expired/noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
<b>L</b>	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

### Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities

- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced.
- Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

### PPE List

#### Structural/Proximity **H**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• American National Standards Institute (ANSI) Traffic Vests</li> <li>• Boots</li> <li>• Coats</li> <li>• Complete Set of Turnout Gear</li> <li>• Gloves</li> <li>• Goggles</li> </ul> | <ul style="list-style-type: none"> <li>• Helmets</li> <li>• Hoods</li> <li>• Pants</li> <li>• Pass Devices</li> <li>• Personal Safety/Rescue Bailout System</li> <li>• Suspenders</li> </ul> |
|---|--|

#### Respiratory **H**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Air-Line Unit</li> <li>• Face Pieces</li> <li>• Respirators</li> </ul> | <ul style="list-style-type: none"> <li>• SCBA Spare Cylinders</li> <li>• SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and two cylinders)</li> </ul> |
|---|--|

#### Wildfire **H**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Jumpsuits/Coveralls</li> <li>• Boots</li> <li>• Coats</li> <li>• Pants</li> <li>• Suspenders</li> </ul> | <ul style="list-style-type: none"> <li>• Goggles</li> <li>• Shelters</li> <li>• Web Gear/Backpacks</li> <li>• Canteens/Hydration Systems</li> <li>• Helmets</li> </ul> |
|--|--|

#### Specialized PPE **M**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles</li> <li>• Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)</li> </ul> | <ul style="list-style-type: none"> <li>• Extrication Clothing/Rescue Clothing</li> <li>• Proximity Suits</li> <li>• Splash Suits</li> <li>• Wet and Dry Suits</li> <li>• Encapsulated Suits</li> </ul> |
|---|--|

### Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• ANSI approved retroreflective highway apparel</li> <li>• Training for requested PPE</li> <li>• Turnout gear bags</li> </ul> | <ul style="list-style-type: none"> <li>• Customized helmet shields</li> <li>• Level C suits</li> <li>• Personal Safety/Rescue Bailout System</li> <li>• Face Pieces Regulators</li> </ul> |
|--|---|

**Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:**

<ul style="list-style-type: none"> <li>• Three-quarter length rubberboots</li> <li>• Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.)</li> <li>• PPE gear bags (ineligible unless requested as additional funds in association with a PPE request)</li> <li>• RIT packs (ineligible unless requested as additional funds in association with SCBA request)</li> <li>• Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request)</li> <li>• PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request)</li> <li>• Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations</li> </ul>	<ul style="list-style-type: none"> <li>• Food and beverages</li> <li>• Integrated thermal imaging cameras (TIC) with heads-up display</li> <li>• Bomb disposal suits</li> <li>• Any communications equipment (e.g., radios and pagers) in the PPE section</li> <li>• Structural, proximity, wildfire firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations</li> <li>• Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields)</li> <li>• Funding is limited to one set of PPE- Turnout Gear per person</li> <li>• Equipment rental or lease to purchase</li> <li>• <b>Note:</b> Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set</li> </ul>
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**IV. OPERATIONS AND SAFETY – WELLNESS AND FITNESS OVERVIEW**

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

**Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities**

**Priority 1**

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet current NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals is available here: <https://firstrespondercenter.org>.

Below are the five activities required for a complete Wellness and Fitness program:

- Initial medical exams;
- Job-related immunization;
- Annual medical and fitness evaluation;
- Behavioral health; and

## Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

- Cancer Screening Program to meet NFPA 1582.

### Priority 2

Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation;
- Injury/illness rehab;
- Formal fitness, injury prevention; or
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
  - Aerobic Capacity,
  - Body Composition,
  - Muscular Strength,
  - Muscular Endurance and
  - Flexibility.

Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

**NOTE:** Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

### NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

#### Scope

This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

#### Purpose

The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

<b>Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:</b>	
<ul style="list-style-type: none"> <li>The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening</li> <li>Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs</li> <li>Transportation expenses related to a member’s participation in offered Wellness and Fitness activities</li> </ul>	<ul style="list-style-type: none"> <li>Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities</li> <li>Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall); note that these will require EHP review</li> </ul>

<b>Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:</b>	
<ul style="list-style-type: none"> <li>Fitness club memberships for participants or their families</li> <li>Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off)</li> <li>Purchase of real estate</li> <li>Cash incentives</li> <li>Food and beverages</li> <li>Subscriptions and memberships</li> <li>Saunas (including infrared)</li> <li>Hyperbaric chambers</li> </ul>	<ul style="list-style-type: none"> <li>Ice baths</li> <li>Purchase of medical equipment</li> <li>Whole-body MRI scans</li> <li>Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation</li> <li>Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity</li> </ul>

**V. OPERATIONS AND SAFETY – MODIFICATIONS TO FACILITIES OVERVIEW**

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via

a conduit that attaches to/over the end of the vehicle’s exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure’s footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed \$100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a “High” priority in the equipment activity.

**Facility Considerations:**

Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

**All of the following are considerations in pre-scoring and peer review determinations:**

<b>Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:</b>	
H	<ul style="list-style-type: none"> <li>New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below.</li> <li>Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.</li> </ul>
M	<ul style="list-style-type: none"> <li>Emergency generators, Air Quality Systems (AQSs)</li> </ul> <p><b>Note:</b> AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems.</p>

<b>Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:</b>	
<ul style="list-style-type: none"> <li>Station maintenance</li> <li>Resurfacing of bay floors</li> <li>Interior remodeling not pertaining to the requested project(s)</li> <li>Food and beverages</li> </ul>	<p>Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features</p>

**g. Regional Applications**

A Regional application is an opportunity for a fire department or a nonaffiliated EMS

organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety). However, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant-funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

***The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.***

#### **h. Vehicle Acquisition**

Vehicles purchased with AFG Program funds must be compliant with NFPA 1900 (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildfire firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the



financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the “Vehicle Acquisition” section but must add the request in the “Additional Funding” area in the “Request Details” section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score evaluation criteria consider the department’s need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

<b>Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:</b>			
<b>Priority</b>	<b>Urban Communities</b>	<b>Suburban Communities</b>	<b>Rural Communities</b>
<b>H</b>	<ul style="list-style-type: none"> <li>• Aerial</li> <li>• Ambulance</li> <li>• Pumper</li> <li>• Rescue Vehicle Light, Medium, or Heavy</li> <li>• Non-Transport EMS (Community Paramedic/Healthcare)</li> <li>• Quint</li> <li>• Brush Type III or larger</li> </ul>	<ul style="list-style-type: none"> <li>• Aerial</li> <li>• Ambulance</li> <li>• Pumper</li> <li>• Tanker/Tender</li> <li>• Rescue Vehicle Light, Medium or Heavy</li> <li>• Non-Transport EMS (Community Paramedic/Healthcare)</li> <li>• Quint</li> <li>• Brush</li> </ul>	<ul style="list-style-type: none"> <li>• Aerial</li> <li>• Ambulance</li> <li>• Brush/Attack</li> <li>• Pumper</li> <li>• Tanker/Tender</li> <li>• Non-Transport EMS (Community Paramedic/Healthcare)</li> <li>• Quint</li> </ul>
<b>M</b>	<ul style="list-style-type: none"> <li>• Command/Mobile Communications Vehicle</li> <li>• HazMat Unit</li> <li>• Air/Light Unit</li> <li>• Rehab Unit</li> </ul>	<ul style="list-style-type: none"> <li>• Command/Mobile Communications Vehicle</li> <li>• HazMat Unit</li> <li>• Air/Light Unit</li> <li>• Rehab Unit</li> </ul>	<ul style="list-style-type: none"> <li>• Command/Mobile Communications Vehicle</li> <li>• Hazardous Materials Unit</li> <li>• Air/Light Unit</li> <li>• Rescue Vehicle Light, Medium or Heavy</li> </ul>
<b>L</b>	<ul style="list-style-type: none"> <li>• ARFF</li> <li>• Foam Truck</li> <li>• Fire Rescue/Boat</li> <li>• Highway Safety Unit</li> <li>• Hybrid (i.e., Transport Engine)</li> <li>• Tanker/Tender</li> </ul>	<ul style="list-style-type: none"> <li>• ARFF</li> <li>• Foam Truck</li> <li>• Highway Safety Unit</li> <li>• Hybrid (i.e., Transport Engine)</li> <li>• Fire Rescue/Boat</li> </ul>	<ul style="list-style-type: none"> <li>• ARFF</li> <li>• Foam Truck</li> <li>• Highway Safety Unit</li> <li>• Hybrid (i.e., Transport Engine)</li> <li>• Fire Rescue/Boat</li> <li>• Rehab Unit</li> </ul>

<b>Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)</b>	
<b>H</b>	<ul style="list-style-type: none"> <li>• Aerial</li> <li>• Air/Light Unit</li> <li>• Bariatric Ambulance</li> <li>• Command/Mobile Communications Vehicle</li> <li>• Non-Transport EMS (Community Paramedic/Healthcare)</li> <li>• Rehab Unit</li> <li>• Rescue Vehicle Light, Medium or Heavy</li> <li>• Tow Vehicle (Applied for under equipment)</li> </ul>
<b>M</b>	<ul style="list-style-type: none"> <li>• Highway Safety Unit</li> </ul>
<b>L</b>	<ul style="list-style-type: none"> <li>• Hazardous Materials Unit</li> <li>• Foam Truck</li> </ul>

### Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities

**H**

- Ambulances
- Bariatric Ambulance
- Non-Transport EMS (Community Paramedic/Healthcare)

### Compliance with Standards

- Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at: [Traffic Incident Management Systems](#)
- New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured

### Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

### IMPORTANT

Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

**Front Line Vehicle:** a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

**Ready-Reserve Vehicle:** a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).

**Reserve Vehicle:** a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

**Temporarily Out of Service Vehicle:** A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

**Decommissioned Vehicle:** A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

**Vehicle Contract:** Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit FEMA's website at [Assistance to Firefighters Grant Program](#). Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment; and
- Submit an amendment requesting a Period of Performance extension for the project.

**Performance Bond Strongly Recommended:** Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

**Prepayment Bond Required:** AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained

through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

**Penalty Clause Required:** All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract’s specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

**Down Payment:** A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of equipment for the awarded if already supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and equipment specific to the type of apparatus awarded and as listed in the NFPA 1990.

**Final Payment:** To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

<b>Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:</b>	
<ul style="list-style-type: none"> <li>Cost of vehicle</li> <li>Physicals to meet current NFPA 1582/US DOT 649 F</li> <li>Cost of associated equipment that is eligible under current NFPA 1900</li> <li>Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production</li> </ul> <p><b>Note: Food and beverages are ineligible travel expenses</b></p>

**Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:**

<ul style="list-style-type: none"> <li>• Leasing, rental, or installment purchase of any grant funded vehicle</li> <li>• Aircraft, bulldozers, or construction-related equipment</li> <li>• Using the vehicle being awarded as collateral for any financial loan</li> </ul>	<ul style="list-style-type: none"> <li>• UTVs and ATVs</li> <li>• UAVs and drones</li> <li>• Used or refurbished apparatus</li> <li>• Converted vehicles not originally designed for firefighting</li> <li>• Food and beverages</li> </ul>
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**Examples of vehicle types**

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

**Unsafe Vehicles**

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

***A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.***

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

**17. Appendix C – Award Administration Information**

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

**a. *Help FEMA Prevent Fraud, Waste, and Abuse***

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email [HOTLINE@oig.dhs.gov](mailto:HOTLINE@oig.dhs.gov).

**b. *Economic Hardship Waivers of Cost Share and Maintenance of Effort***

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in [Information Bulletin No. 427](#).

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

**c. *Grant Writer/Preparation Fees***

Fees for grant writers may be included as a pre-award expenditure. This expenditure is a subject to the cost-share requirement. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the “Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or

debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

***Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.***

The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer's contract for services;
- ii. A copy of the invoice or purchase order;
- iii. A copy of the canceled check (front and back); and
- iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under \$1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

**NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application.**

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place before submitting the application.

**d. *Maintenance and Sustainment for AFG Programs***

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased. The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period



of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

**e. *Taxes, Fees, Levies, and Assessments***

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

**Example:** Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees\*, but only if the eligible organization submits an exemption or waiver request to the FCC.

*\*Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit [the Federal Communications Commission website](#).*

**f. *Excess Funds***

After completing the initial project’s purpose in the recipient’s application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization’s local

needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

### **Excess Funds Restrictions**

In general, excess funds are limited to no more than \$10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to eight SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

### **g. *Payments and Amendments***

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

### **Advances**

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit [Treasury Current Value of Funds Rate](#).

### **Reimbursement**

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of the AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

### **Rebates**

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

### **Payment Requests During Closeout**

A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

### **Amendments**

FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

***NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.***

#### **h. Disposition of Grant Funded Equipment**

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of

state governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

**RESOLUTION NO. 2024-417-R**

**A RESOLUTION AUTHORIZING TERMINATION OF AGREEMENT  
FOR PROMOTIONAL PROCESS CONSULTING SERVICES  
WITH PAS CONSULTING GROUP**

**WHEREAS**, on October 14, 2024, pursuant to Resolution No. 2024-318-R, the City of Madison entered into an agreement for the provision of promotional process consulting services with PAS Consulting Group; and

**WHEREAS**, the Fire & Rescue Department recommends termination of the agreement in order to allow the department to continue to perform the services in-house; and

**WHEREAS**, the City desires to terminate the agreement in accordance with Section 5 of the Agreement, which provides for a thirty (30) day notice of termination;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA**, that the Mayor, or his designee, is hereby authorized to send a termination notice to PAS Consulting Group to terminate the agreement.

**READ, APPROVED, and ADOPTED** this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert, II, City Council President  
City of Madison, Alabama*

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*

**APPROVED** this \_\_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor  
City of Madison, Alabama*

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and PAS Consulting Group located at 1696 Foxhall Drive, Dunwoody, Georgia 30338, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the Madison Fire Department is in need of professional services to assist with the preparation of an officer promotional process for the City; and

**WHEREAS**, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

**WHEREAS**, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

**WHEREAS**, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

**NOW, THEREFORE**, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

**SECTION 1: SCOPE OF WORK**

A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:

*Preparation of a Driver/Engineer, Captain, and Battalion Chief promotional process plan, such plan to be prepared according to the Consultant's proposal dated September 12, 2024 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.*

B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.

C. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.

D. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.

E. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.



- F. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and email to Consultant’s principals for the purpose of fulfilling the contracted-for deliverables.
- G. Any and all information provided to Consultant by City, of the type normally available for the proposed Work, that has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered “best available information” and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the Scope of Work.

**SECTION 2: BASE FEE/EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES**

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **twenty-seven thousand five hundred fifty dollars (\$27,550)** for the first promotional cycle. Compensation shall be payable as services are rendered and invoiced to City. Consultant is solely responsible for submission of detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant’s performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses, unless both parties consent to an amendment to this Agreement.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. City acknowledges that Consultant retains ownership of any and all of its property including, but not limited to, all methods, concepts, designs, reports, processes, programs, trademarks, intellectual property, and templates, as well as all training materials, testing and assessment examinations and products, and copyrightable works, whether in hard copy or electronic form. City may not copy or otherwise reproduce any property of Consultant in any form, tangible or intangible.
- E. Additional services may be specifically authorized by City but must be negotiated as an Amendment to this Agreement. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City’s duly-adopted budget for the then-current fiscal year.

**SECTION 3: INDEMNIFICATION**

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual



employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

**SECTION 4: COMMENCEMENT; TERM**

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect ("Effective Date").

This Agreement shall expire one (1) year after the Effective Date, unless terminated earlier pursuant to Section 5 of this Agreement. Upon both (a) mutual written agreement of the Fire Chief and Consultant's principal, and (b) City Council budget authorization for Consultant's services, this Agreement may be renewed for two (2) successive one-year terms.

**SECTION 5: TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) calendar days' written notice to the other party. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

**SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall be deemed to be employees of City and that employees of City are not, nor shall they be deemed to be employees of Consultant.

**SECTION 7: EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

**SECTION 8: ASSIGNMENT**

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

**SECTION 9: ENTIRE AGREEMENT; WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall

be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

**SECTION 10:                    NOTICES**

All notices to City shall be addressed to:

*Fire Chief  
101 Mill Road  
Madison, Alabama 35758*

*With a copy to:*

*City Attorney  
Madison City Hall  
100 Hughes Road  
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Niki Polk  
Principal  
PAS Consulting Group  
1697 Foxhall Drive  
Dunwoody, Georgia 30338*

**SECTION 11:                    GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Alabama.

**SECTION 12:                    MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in Attachment A, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

City of Madison, Alabama,  
a municipal corporation

Attest:

By: Paul Finley  
Paul Finley, Mayor

Lisa D. Thomas  
Lisa D. Thomas, City Clerk-Treasurer

Date: Oct. 17, 2024

STATE OF ALABAMA

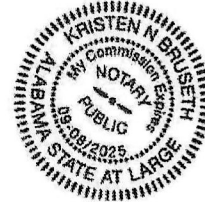
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COUNTY OF MADISON

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this 17<sup>th</sup> day of October 2024.

Kristen N. Bruseth  
Notary Public



PAS Consulting Group  
Consultant

By: [Signature]

Printed: Niki Polk

Its: Principal

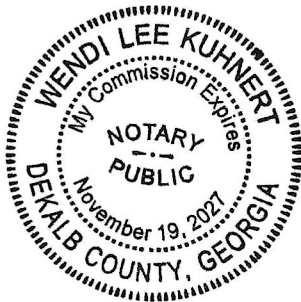
Date: 10/25/24

STATE OF GEORGIA  
COUNTY OF DeKalb

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Niki Polk, whose name as Principal of PAS Consulting Group, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 25 day of October 2024

[Signature]  
Notary Public



## Exhibit A

### Scope of Work

- **Kick-Off Meeting and Project Planning**
  - Meet with Department stakeholders to discuss the Department's mission, vision, and goals for the promotional processes
  - Establish a mutually agreeable timeline for meetings and key deliverables
- **Job Analysis and Examination Plan**
  - Review job analysis data to gain validity evidence for the promotional processes
  - Develop an examination plan for each rank based on relevant and important job tasks and critical knowledge, skills, and abilities needed upon promotion
- **Candidate Preparation Presentation(s)**
  - Prior to the administration of a promotional process, provide at least one candidate preparation presentation
- **Written Examination Design, Development, and Administration (Captain and Battalion Chief)**
  - Determine source list
  - Draft examination items for SME review
  - Finalize and administer the written examination to candidates; provide same-day results
- **Assessment Center Design, Development, and Administration**
  - Discuss relevant topics that can be incorporated into a series of exercises for candidates
  - Develop and provide draft exercises and associated rating criteria for subject matter expert review
  - Recruit and train assessors to score candidates during the assessment center
  - Finalize and administer the assessment center to candidates; provide same-day results
- **Project Results**
  - Provide assessment center results immediately upon completion of the administration of each, along with combined scores incorporating all elements included in promotional decisions
  - Conduct a debrief with assessors and Department stakeholders regarding the applicable process and overall candidate trends in performance
  - Gather candidate impressions about the applicable promotional process
  - Provide candidate feedback reports for each participating candidate
  - Provide technical and litigation assistance, if needed

## **Breakdown of Fees**

The following tables exhibit the breakdown of costs based on assumed candidate counts and the work described within the technical proposal and within this agreement. Costs assume that the processes will be developed concurrently and administered consecutively, and that all ranks will be tested during each testing cycle. MFR will be responsible for any assessor expenses (e.g., per diem, mileage, lodging, etc.), if applicable. If there is a challenge, question, or concern about a promotional process, PASCg will be available to provide technical and professional assistance to the Department throughout the life of the agreement.

<b>Driver/Engineer (approximately 12 candidates)</b>	
<b>Description of Services</b>	<b>Cost</b>
Stakeholder and Project Planning Meeting*	\$250.00
Job Analysis and Examination Plan Development*	\$250.00
Assessment Center Design, Development, Administration, and Results	\$7,000.00
Assessor Recruitment	\$250.00
Candidate Feedback Reports	No Charge
<b>TOTAL INVESTMENT</b>	<b>\$7,750.00</b>

\* Indicates those processes that are only applicable the first year of a contract.

<b>Captain (approximately 8 candidates)</b>	
<b>Description of Services</b>	<b>Cost</b>
Stakeholder and Project Planning Meeting*	\$250.00
Job Analysis and Examination Plan Development*	\$250.00
Written Examination Design, Development, Administration, and Results	\$2,150.00
Assessment Center Design, Development, Administration, and Results	\$7,000.00
Assessor Recruitment	\$250.00
Candidate Feedback Reports	No Charge
<b>TOTAL INVESTMENT</b>	<b>\$9,900.00</b>

\* Indicates those processes that are only applicable the first year of a contract.

<b>Battalion Chief (approximately 7 candidates)</b>	
<b>Description of Services</b>	<b>Cost</b>
Stakeholder and Project Planning Meeting*	\$250.00
Job Analysis and Examination Plan Development*	\$250.00
Written Examination Design, Development, Administration, and Results	\$2,150.00
Assessment Center Design, Development, Administration, and Results	\$7,000.00
Assessor Recruitment	\$250.00
Candidate Feedback Reports	No Charge
<b>TOTAL INVESTMENT</b>	<b>\$9,900.00</b>

\* Indicates those processes that are only applicable the first year of a contract.

**RESOLUTION NO. 2024-418-R**

**A RESOLUTION RATIFYING CONTRACTOR'S AGREEMENT WITH COMMERCIAL  
LANDSCAPE SERVICE, INC. FOR IRRIGATION PROJECT AT DUBLIN PARK  
MONARCH BUTTERFLY GARDEN**

**WHEREAS** the Madison City Council authorized the expenditure of funds via Resolution No. 2024-386-R, at its regularly scheduled meeting held on November 25, 2024, for the furnishing and installation of an irrigation system at the Dublin Park Monarch Butterfly Garden located at 9324 Old Madison Pike, in an amount not to exceed \$6,000, to be paid from Council Special Projects Fund; and

**WHEREAS**, the Director of Parks & Recreation Department selected Commercial Landscape Service, Inc., as the company best suited to perform these services, based on its expertise, qualifications, and submitted Proposal attached hereto as Exhibit A;

**BE IT HEREBY RESOLVED** that, except for the extension or cancellation of the relationship established by such acceptance, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert, II, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

## CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_\_ day of December 2024, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and Commercial Landscape Service, Inc., hereinafter referred to as the “Contractor.”

### WITNESSETH:

**1. Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to furnish and install irrigation at the Monarch Butterfly Garden located at Dublin Park as specified in Contractor’s proposal, Exhibit A (the “Work”), in accordance with Owner’s plans, specifications, and directions. Exhibit A, which is Contractor’s proposal dated October 24, 2024, is attached to this Agreement and incorporated into it by reference.

**2. Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **five thousand eight hundred dollars and no cents (\$5,800.00)**, Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

**3. Additional Services:** Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. **NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.**

**4. Term of Agreement:** This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year after the effective date of this Agreement, or upon the City’s acknowledgement of Contractor’s fulfillment of the terms of the Scope of Work contained herein. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to the other party. In the event of termination, Contractor shall be entitled to payment only for



services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

**5. Time of the Essence:** Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

**6. Subcontractors:** Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner or any contract funds as provided by law or in equity.

**7. Work Conditions:** All construction and work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the facility and premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

**8. Owner Suspension of Work:** Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

**9. Compliance with Laws:** Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any word hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend,

indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

**10. Independent Contractor:** It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

**11. Insurance & Indemnification:** Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

**12. Termination:** If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others

rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

**13. Governing Law & Dispute Resolution:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

**14. Open Trade:** By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**15. Entire Agreement:** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. There shall be no modification of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

**16. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**17. Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**18. No Third-Party Beneficiaries:** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**19. Conflicts:** In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

**20. Headings:** The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

**21. Notices:**

All notices to the City shall be addressed as follows:

*City of Madison Parks & Recreation Department  
Attn: Director  
100 Hughes Road  
Madison, Alabama 35758*

With a copy to:

*City of Madison Legal Department  
Attn: City Attorney  
100 Hughes Road  
Madison, Alabama 35758*

All notices to Contractor shall be addressed as follows:

*Commercial Landscape Service, Inc.  
5020 Meridian Street, North  
Huntsville, AL 35810*

**IN WITNESS WHEREOF**, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,  
a municipal corporation**

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

**STATE OF ALABAMA** §

§

**COUNTY OF MADISON** §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of December 2024.

\_\_\_\_\_  
Notary Public

**COMMERCIAL LANDSCAPE SERVICE, INC.  
CONTRACTOR**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF ALABAMA** §

§

**COUNTY OF MADISON** §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Commercial Landscape Service, Inc. is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of December 2024.

\_\_\_\_\_  
Notary Public



# Commercial Landscape Service Inc.

Landscape/Irrigation/Grounds Maintenance Contractor

5020 Meridian Street N Huntsville, Al. 35810

Phone=256-489-9132 Fax=256-489-9130 Mobile=256-759-7934 Email=jbrowncls@yahoo.com

## PROPOSAL 10-24-2024

PROPOSAL SUBMITTED TO		LOCATION OF WORK TO BE PERFORMED		
City of Madison Park and Recreation 8324 Old Madison Pike Madison, Al. 35758		Dublin Park  RE: Irrigation  C/O Mr. Randy		
ITEM	ACTIVITY	TIMES/YEAR UNITS/PLANTS	COST/TIME COST/PLANT	TOTAL COST
1.	Furnish and install irrigation per onsite meeting at Butterfly Garden. To ensure 100% coverage of the planted areas. Price includes locating existing mainline, tie into existing mainline, bore under asphalt drive.	1 LUMP SUM	\$5,800.00	\$5,800.00
			TOTAL=	\$5,800.00
Respectfully submitted Per. <i>JEREMY BROWN</i> Payment Terms: All accounts due within ten (10) days and overdue in thirty (30). An interest rate of 1 1/2% per month is added to all past due accounts. As well as all attorneys fees if necessary for collection. Note — This proposal may be withdrawn if not accepted within 60 days				
ACCEPTANCE OF PROPOSAL				
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.				
Accepted Signature		Title	Date	

**RESOLUTION NO. 2024-411-R**

**A RESOLUTION AUTHORIZING COMMERCIAL AID-TO-CONSTRUCTION AGREEMENT WITH HUNTSVILLE UTILITIES**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Commercial Aid-to-Construction Quote with the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, a municipal corporation, for relocation of power lines which is required for the Balch Road and Gooch Lane Roundabout Intersection project, said agreement to be substantially similar in purpose, intent, and composition to that certain document identified as "Commercial Aid-to-Construction Quote," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*John D. Seifert, II, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama



HUNTSVILLE UTILITIES

# Commercial Aid-to-Construction Quote

(Requires Customer Signature to Begin Construction or Issue Materials)

ELECTRIC DEPARTMENT



**Developer/Customer Name:**

**Mailing Address:**

**Name of Building/Subdivision:**

**Location:**

**NOTE I: The following steps must be completed before our work will be scheduled:**

1. The Aid-to-Construction in this quote is paid.
2. Acceptance of quote and conditions by signing and returning this quote sheet.
3. For underground line construction, the customer/developer must furnish and install required conduits and concrete transformer pad and must install other required facilities (per Huntsville Utilities specifications) as shown on drawing furnished by Engineering Department.
4. For overhead line construction, the developer/customer is required to cut/trim trees per Huntsville Utilities specifications [ten feet (10') either side of line].
5. Easement Required:  (if yes, contact Engineering Services for details)

**NOTE II: These steps must be completed before your service can be turned on:**

1. Application for service made, security deposit and construction fees paid. (This is addition to any Aid-to-Construction cost.) Load information must be made available to the Electric Engineering Services Department before deposits can be quoted. Contact the Commercial Industrial group in the Customer Service Department (256-535-1317).
2. Customer must purchase and install a Huntsville Utilities approved meterbase at a location approved by the Huntsville Utilities Engineer. Customer should be aware that many meterbases are UL approved and/or would be approved by the Inspection Department that are NOT on Huntsville Utilities approved meterbase list. Enclosed meter rooms or meter closets are NOT standard and should only be built with prior approval by Huntsville Utilities which will only be granted under special circumstances.
3. Customer's service cables must be pulled after transformer is placed by Huntsville Utilities. Maximum size 500 mcm for single phase transformers and 750 mcm for three phase transformers.
4. Any inspections required by the appropriate Inspection Department must be obtained and delivered to Huntsville Utilities' Operations Department (normally delivered by the Inspection Department).

**Aid-to-Construction Due:**       **WBS Element:**

**Order Number:**

**Engineer:**       **Date:**

This quote will remain in effect for 30 days only from the date shown above unless paid within the 30-day period; wherein, it will remain in effect for a period of 90 days provided the customer is ready for Huntsville Utilities to begin construction.

**Signature indicates acceptance to these terms. Please sign and return this form to Huntsville Utilities:**

**FAX:** Sign and FAX to Huntsville Utilities Electric Engineering Services, Attention (Engineer) 256-535-1445

**Mail:** Sign and mail with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services, PO Box 2048, Huntsville, AL 35805

**Personal Delivery:** Sign and bring with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services at 112 Spragins Street, Huntsville, AL (second floor)

**Customer Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:

**RESOLUTION NO. 2024-419-R****A RESOLUTION AUTHORIZING PROPERTY ACQUISITIONS  
FOR GOOCH ROAD INTERSECTION IMPROVEMENTS PROJECTS**

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire and/or condemn certain tracts of rights-of-way (the "Tract(s)"), as well as permanent public utility and drainage easements, on, over, across, and upon the following described parcels of land, to-wit:
  - a. For the **Gooch and Balch Road Intersection Improvements Project**, see Exhibits A (1-4), which contains descriptions for four (4) Tracts and which is attached hereto and incorporated herein, a copy being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama. Drawings for each Tract are included with the parcel descriptions for each respective Tract.
  - b. For the **Gooch and Wall Triana Highway Intersection Improvements Project**, see Exhibits B (1-2), which contains descriptions for two (2) Tracts and which is attached hereto and incorporated herein, a copy being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama. Drawings for each Tract are included with the parcel descriptions for each respective Tract.
2. That the obtainment of the foregoing Tracts is necessary for the Gooch and Balch Road and the Gooch and Wall Triana Highway Intersection Improvements Projects (the "Projects"), which are in the best interests of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison.
3. That the Mayor of the City of Madison, or his designee, be, and is further authorized, empowered, and directed to attempt to acquire by voluntary conveyance the above described Tract(s) for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended. Furthermore, in the event that certain owners of the respective Tracts desire to donate and dedicate their respective Tracts to the City of Madison, the City shall hereby accept the donation and dedication of such Tracts for purposes of the Project.

- 4. That the Mayor of the City of Madison, or his designee, be, and is hereby authorized, empowered, and directed to cause the above described Tracts to be appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.
- 5. That in case of failure to acquire any of the said Tracts for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the City Attorney’s Office is hereby authorized to file a condemnation action and conduct condemnation proceedings on behalf of the City of Madison for the acquisition of such Tract(s) by the exercise of the right of eminent domain. Any prior acts taken by the City toward the acquisition of the properties pursuant to the eminent domain code are hereby ratified and affirmed.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
*John D. Seifert, II, Council President*  
 City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
 City of Madison, Alabama

**APPROVED** this \_\_\_\_\_ day of December, 2024.

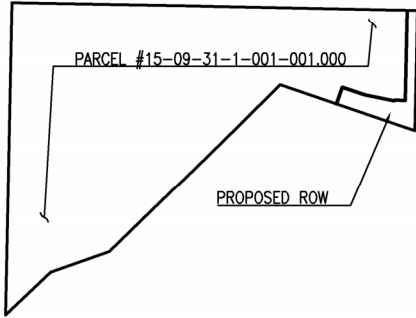
\_\_\_\_\_  
*Paul Finley, Mayor*  
 City of Madison, Alabama

# RIGHT OF WAY SURVEY

## THIS IS NOT A PROPERTY BOUNDARY SURVEY

# Exhibit A1

PARCEL OVERVIEW  
(NO SCALE)



\*BEARINGS AND DISTANCES BASED ON ALABAMA EAST STATE PLANE COORDINATES.

FOUND CONCRETE MONUMENT  
(SE. CORNER, LOT 1, ELBERT RUDDER SUB.)

P.O.B. DESC. 1

S89°10'00"E 59.73'  
29.73'SI 30.00'

CALCULATED NE. CORNER SECTION 31, T03S, R02W PER SURROUNDING MONUMENTS

CALCULATED E. LINE SECTION 31, T03S, R02W

1

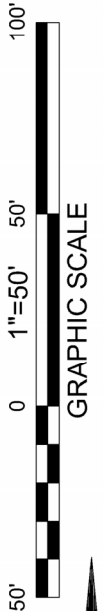
PHILLIPS TABERNACLE PRIMITIVE BAPTIST, INC.  
PARCEL # 15-09-31-1-001-001.000



PROPOSED EASEMENT 1  
(SEE SHEET 2)

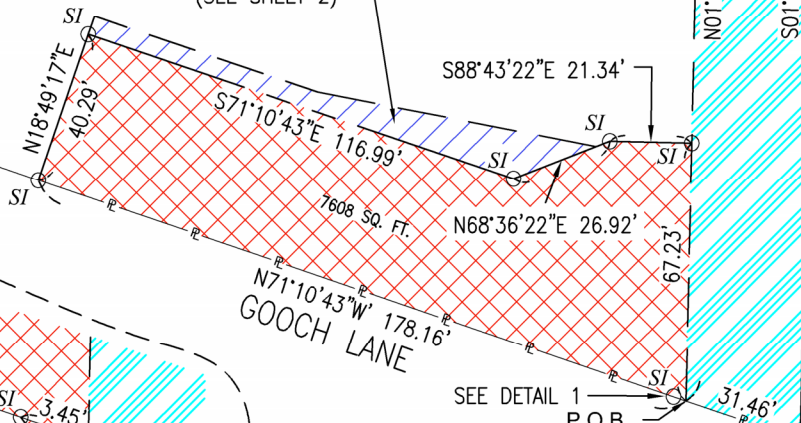
EX. PRESCRIPTIVE ESMT.

N01°16'38"E 295.29'  
9004 SQ. FT.  
S01°16'38"W 305.01'

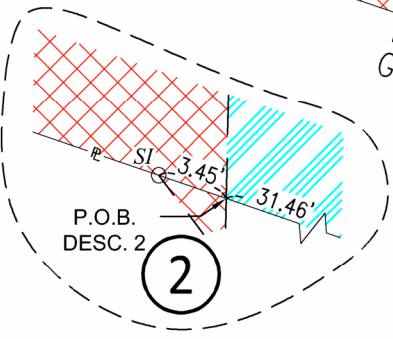


BALCH ROAD

GOOCH LANE



DETAIL 1  
1"=10'



SEE DETAIL 1

P.O.B. DESC. 2

FOUND CONCRETE MONUMENT (SW. COR. WEST HIGHLANDS SUB. PHASE 2)

CALCULATED E. 1/4 CORNER SECTION 31, T03S, R02W PER SURROUNDING MONUMENTS

N88°53'08"W 42.54'

- PROPOSED CONVERSION OF PRESCRIPTIVE EASEMENT TO PUBLIC RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED EASEMENT
- SET IRON ROD (PLS50493)
- PROPERTY LINE

### CITY OF MADISON, MADISON COUNTY, ALABAMA

### RIGHT-OF-WAY AND EASEMENT MAP BALCH ROAD AND GOOCH LANE INTERSECTION IMPROVEMENTS

OWNER: PHILLIPS TABERNACLE PRIMITIVE BAPTIST, INC.

DATE: MAY 21, 2024  
Rev.:

PARCEL ID: 15-09-31-1-001-001.000

OHM PROJECT #: 9036230010

DEED: BOOK 865, PAGE 326

MADISON PROJECT #: 23-011

PARCEL 1

SHEET 1 OF 4



OHM ADVISORS  
209 10th AVENUE SOUTH  
SUITE 154  
NASHVILLE, TN 37203  
615-649-5264

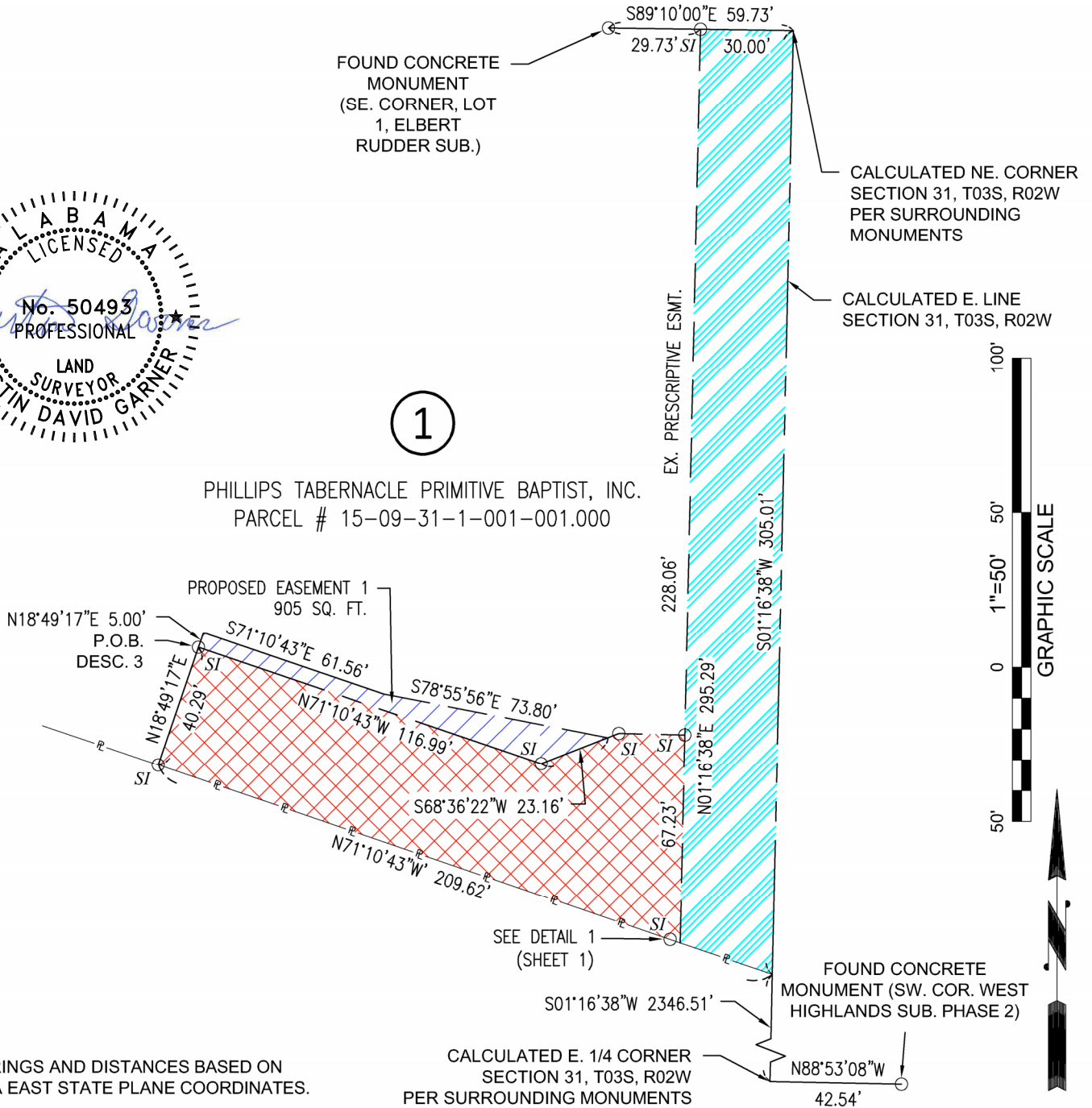
# RIGHT OF WAY SURVEY

## THIS IS NOT A PROPERTY BOUNDARY SURVEY



①

PHILLIPS TABERNACLE PRIMITIVE BAPTIST, INC.  
PARCEL # 15-09-31-1-001-001.000



\*BEARINGS AND DISTANCES BASED ON ALABAMA EAST STATE PLANE COORDINATES.

PROPOSED CONVERSION OF PRESCRIPTIVE EASEMENT TO PUBLIC RIGHT-OF-WAY	PROPOSED RIGHT-OF-WAY	PROPOSED EASEMENT	SET IRON ROD (PLS50493)
			PROPERTY LINE

### CITY OF MADISON, MADISON COUNTY, ALABAMA

#### RIGHT-OF-WAY AND EASEMENT MAP BALCH ROAD AND GOOCH LANE INTERSECTION IMPROVEMENTS

OWNER: PHILLIPS TABERNACLE PRIMITIVE BAPTIST, INC.	DATE: MAY 21, 2024 Rev.:
PARCEL ID: 15-09-31-1-001-001.000	OHM PROJECT #: 9036230010
DEED: BOOK 865, PAGE 326	MADISON PROJECT #: 23-011
PARCEL 1	SHEET 2 OF 4


**OHM** <sup>®</sup>

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SUITE 154  
NASHVILLE, TN 37203  
615-649-5264



# LEGAL DESCRIPTION

**DESCRIPTION 1:**

**PARCEL 1, PROPOSED CONVERSION OF PRESCRIPTIVE EASEMENT TO PUBLIC RIGHT-OF-WAY - BALCH ROAD:**  
 A STRIP OF LAND 30.00 FEET IN WIDTH, PARALLEL WITH, WESTERLY OF, AND ADJACENT TO THE EASTERLY LINE OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF ELBERT RUDDER SUBDIVISION; THENCE S89°10'00"E, 29.73 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°10'00"E, 30.00 FEET TO THE CALCULATED NORTHEAST CORNER OF SAID SECTION; THENCE S01°16'38"W, ALONG CALCULATED EAST LINE OF SAID SECTION, 305.01 FEET; THENCE N71°10'43"W, 31.46 FEET TO THE WEST EXISTING PRESCRIPTIVE EASEMENT LINE OF BALCH ROAD; THENCE N01°16'38"E, 295.29 FEET ALONG SAID EASEMENT LINE TO THE POINT OF BEGINNING, PASSING A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) AT A DISTANCE OF 67.23 FEET; CONTAINING 9004 SQ. FEET OF LAND AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

**DESCRIPTION 2:**

**PARCEL 1, PROPOSED RIGHT-OF-WAY - GOOCH LANE:**  
 A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF ELBERT RUDDER SUBDIVISION; THENCE S89°10'00"E, 59.73 FEET TO THE CALCULATED NORTHEAST CORNER OF SAID SECTION, PASSING A SET, CAPPED IRON (PLS50493) AT A DISTANCE OF 29.73 FEET; THENCE S01°16'38"W, 305.01 FEET ALONG CALCULATED EAST LINE OF SAID SECTION; THENCE N71°10'43"W, 31.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N71°10'43"W, 178.16 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493), PASSING A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) AT A DISTANCE OF 3.45 FEET; THENCE N18°49'17"E, 40.29 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE S71°10'43"E, 116.99 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE N68°36'22"E, 26.92 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE S88°43'22"E, 21.34 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) ON THE WEST EXISTING PRESCRIPTIVE EASEMENT LINE OF BALCH ROAD; THENCE S01°16'38"W, 67.23 FEET TO THE POINT OF BEGINNING, CONTAINING 7608 SQ. FT. OF LAND AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

**DESCRIPTION 3:**

**PARCEL 1, PROPOSED EASEMENT FOR ROAD WIDENING WORK:**  
 A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF ELBERT RUDDER SUBDIVISION; THENCE S89°10'00"E, 59.73 FEET TO THE CALCULATED NORTHEAST CORNER OF SAID SECTION; THENCE S01°16'38"W, 305.01 FEET ALONG CALCULATED EAST LINE OF SAID SECTION; THENCE N71°10'43"W, 209.62 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493), PASSING A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) AT A DISTANCE OF 34.91 FEET; THENCE N18°49'17"E, 40.29 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) BEING THE POINT OF BEGINNING; THENCE CONTINUING N18°49'17"E, 5.00 FEET; THENCE S71°10'43"E, 61.56 FEET; THENCE S78°55'56"E, 73.80 FEET; THENCE S68°36'22"W, 23.16 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE N71°10'43"W, 116.99 FEET TO THE POINT OF BEGINNING, CONTAINING 905 SQ. FT. OF LAND AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.



**CITY OF MADISON, MADISON COUNTY, ALABAMA**  
 RIGHT-OF-WAY AND EASEMENT MAP  
**BALCH ROAD AND GOOCH LANE**  
**INTERSECTION IMPROVEMENTS**

<b>OWNER: PHILLIPS TABERNACLE PRIMITIVE BAPTIST, INC.</b>	<b>DATE: MAY 21, 2024</b> Rev.:
<b>PARCEL ID: 15-09-31-1-001-001.000</b>	<b>OHM PROJECT #: 9036230010</b>
<b>DEED: BOOK 865, PAGE 326</b>	<b>MADISON PROJECT #: 23-011</b>
<b>PARCEL 1</b>	<b>SHEET 3 OF 4</b>

**OHM**  
 OHM ADVISORS  
 209 10th AVENUE SOUTH  
 SUITE 154  
 NASHVILLE, TN 37203  
 615-649-5264

# LEGAL DESCRIPTION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

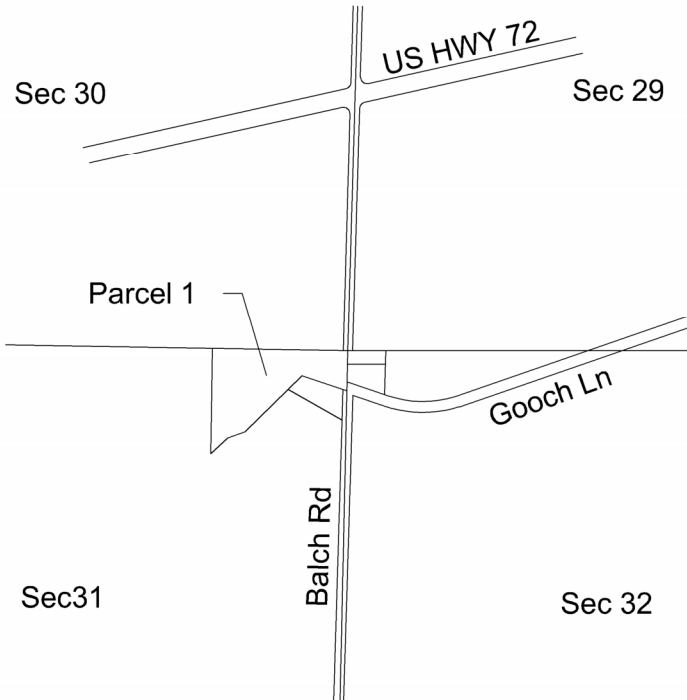
*Austin Garner*

SURVEYOR'S SIGNATURE:

AUSTIN GARNER  
ALABAMA LICENSE NUMBER: PLS50493  
DATE: 2024-05-21



VICINITY MAP  
(NOT TO SCALE)



## CITY OF MADISON, MADISON COUNTY, ALABAMA

### RIGHT-OF-WAY AND EASEMENT MAP BALCH ROAD AND GOOCH LANE INTERSECTION IMPROVEMENTS

OWNER: PHILLIPS TABERNACLE PRIMITIVE BAPTIST, INC.	DATE: MAY 21, 2024 Rev.:
PARCEL ID: 15-09-31-1-001-001.000	OHM PROJECT #: 9036230010
DEED: BOOK 865, PAGE 326	MADISON PROJECT #: 23-011
PARCEL 1	SHEET 4 OF 4

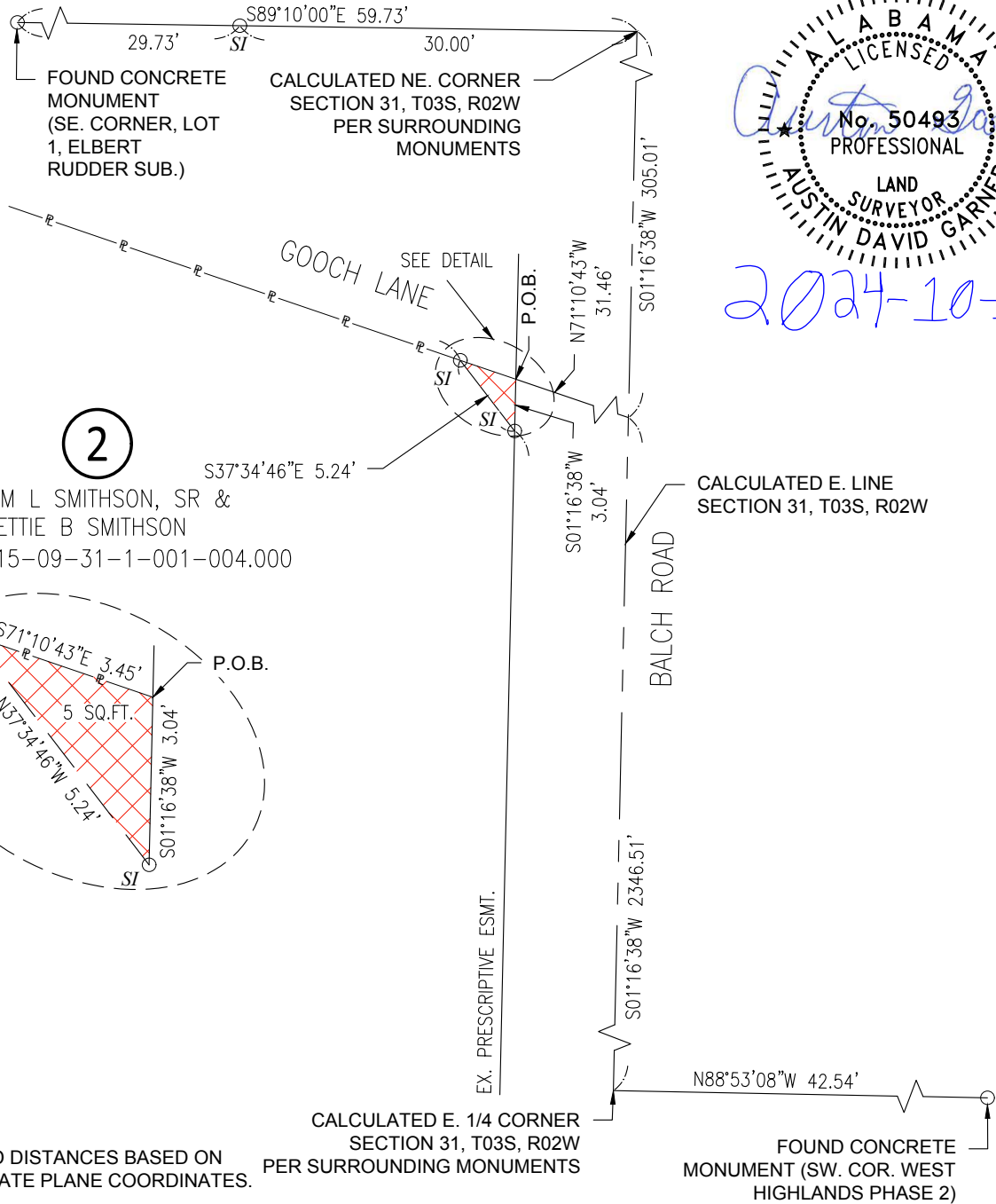
**OHM** <sup>®</sup>

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615-649-5264

# RIGHT OF WAY SURVEY

# Exhibit A2

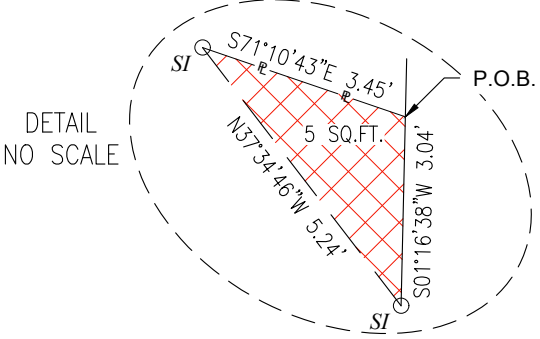
## THIS IS NOT A PROPERTY BOUNDARY SURVEY



2024-10-14

2

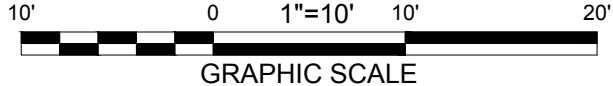
WILLIAM L SMITHSON, SR &  
 JETTIE B SMITHSON  
 PARCEL # 15-09-31-1-001-004.000



\*BEARINGS AND DISTANCES BASED ON ALABAMA EAST STATE PLANE COORDINATES.

CALCULATED E. 1/4 CORNER SECTION 31, T03S, R02W PER SURROUNDING MONUMENTS

FOUND CONCRETE MONUMENT (SW. COR. WEST HIGHLANDS PHASE 2)



PROPOSED RIGHT-OF-WAY SET IRON REBAR (PLS50493)  
 PROPERTY LINE

**CITY OF MADISON, MADISON COUNTY, ALABAMA**  
 RIGHT-OF-WAY AND EASEMENT MAP  
**BALCH ROAD AND GOOCH LANE INTERSECTION IMPROVEMENTS**

OWNER: WILLIAM L. SMITHSON, SR. & JETTIE B. SMITHSON	DATE: MAY 20, 2024 Rev.: OCTOBER 14, 2024
PARCEL ID: 15-09-31-1-001-004.000	OHM PROJECT #: 9036230010
DEED: BOOK 2011, PAGE 193670	MADISON PROJECT #: 23-011
PARCEL 2	SHEET 1 OF 2

**OHM**  
 OHM ADVISORS  
 209 10th AVENUE SOUTH  
 SUITE 154  
 NASHVILLE, TN 37203  
 615-649-5264



# LEGAL DESCRIPTION

**DESCRIPTION:**

**PARCEL 2, PROPOSED RIGHT-OF-WAY:**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF ELBERT RUDDER SUBDIVISION; THENCE S89° 10' 00"E, 59.73 FEET TO THE CALCULATED NORTHEAST CORNER OF SAID SECTION, PASSING A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) AT A DISTANCE OF 29.73 FEET; THENCE S01°16'38"W, 305.01 FEET ALONG CALCULATED EAST LINE OF SAID SECTION; THENCE N71°10'43"W, 31.46 FEET TO THE POINT OF BEGINNING; THENCE S01°16'38"W, 3.04 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE N37°34'46"W, 5.24 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE S71°10'43"E, 3.45 FEET TO THE POINT OF BEGINNING, CONTAINING 5 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

*Austin Garner*

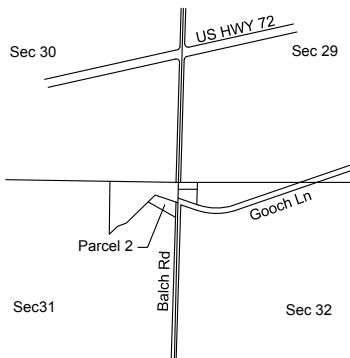
SURVEYOR'S SIGNATURE:

AUSTIN GARNER  
 ALABAMA LICENSE NUMBER: PLS50493  
 DATE: 2024-10-14



*2024-10-14*

VICINITY MAP  
(NOT TO SCALE)



CITY OF MADISON, MADISON COUNTY, ALABAMA  
 RIGHT-OF-WAY AND EASEMENT MAP  
**BALCH ROAD AND GOOCH LANE  
 INTERSECTION IMPROVEMENTS**

OWNER: WILLIAM L. SMITHSON, SR.  
 & JETTIE B. SMITHSON

DATE: MAY 21, 2024  
 Rev.: OCTOBER 14, 2024

PARCEL ID: 15-09-31-1-001-004.000

OHM PROJECT #: 9036230010

DEED: BOOK 2011, PAGE 193670

MADISON PROJECT #: 23-011

PARCEL 2

SHEET 2 OF 2

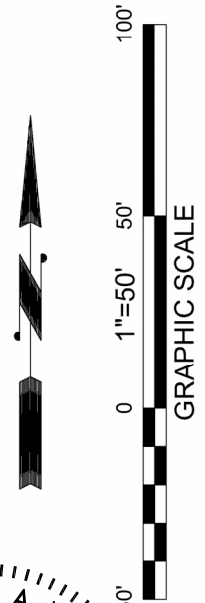
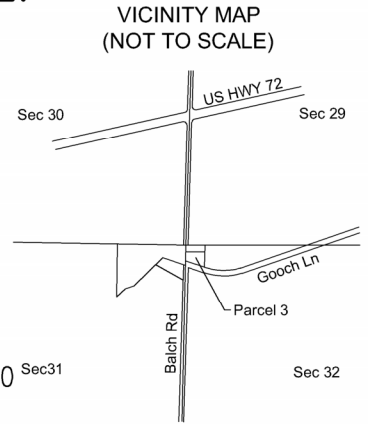
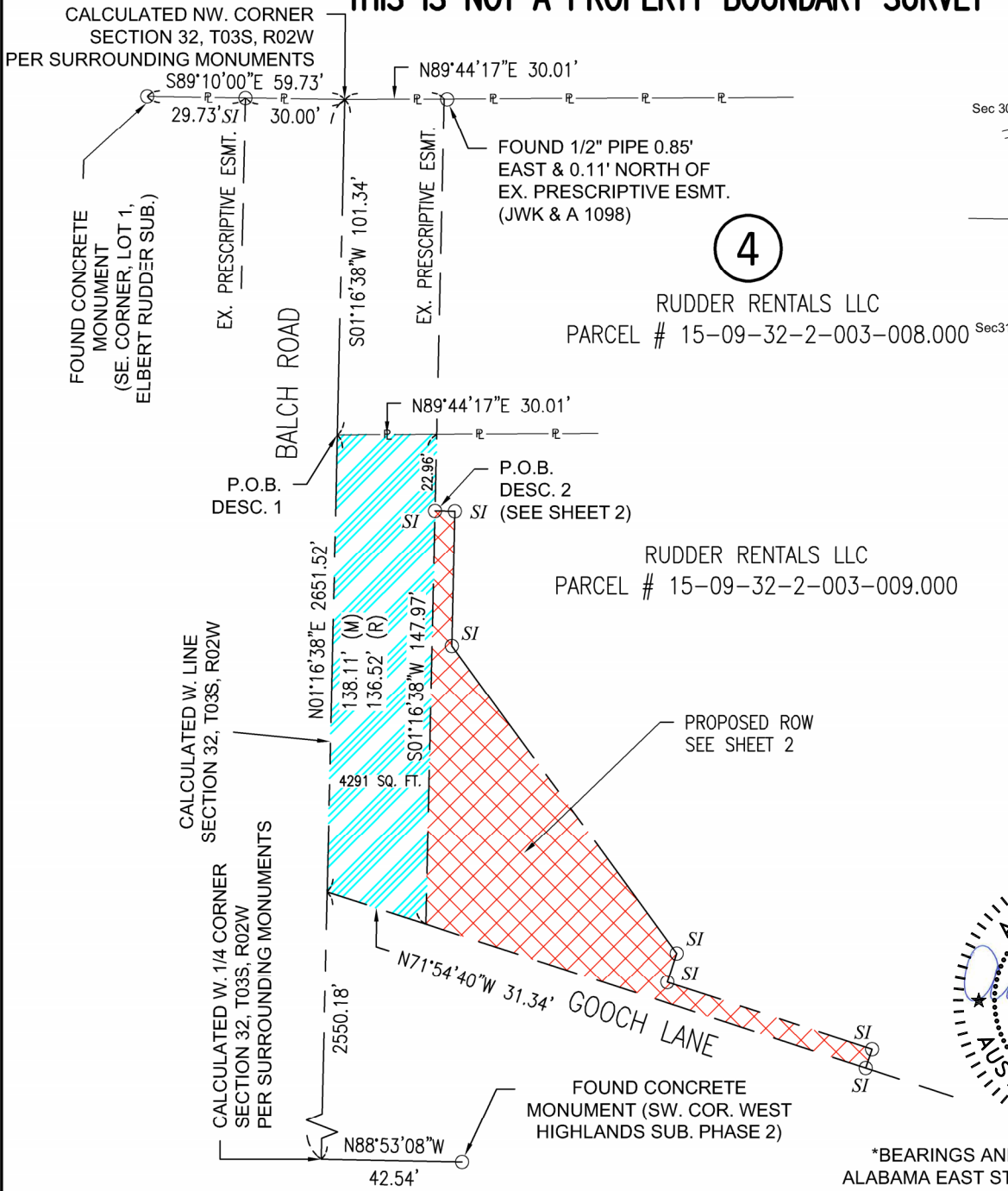
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 615-649-5264

# RIGHT OF WAY SURVEY

## THIS IS NOT A PROPERTY BOUNDARY SURVEY

# Exhibit A3



\*BEARINGS AND DISTANCES BASED ON ALABAMA EAST STATE PLANE COORDINATES.



PROPOSED CONVERSION OF PRESCRIPTIVE EASEMENT TO PUBLIC RIGHT-OF-WAY



PROPOSED RIGHT-OF-WAY



SET IRON REBAR (PLS50493)

PROPERTY LINE

### CITY OF MADISON, MADISON COUNTY, ALABAMA

## RIGHT-OF-WAY AND EASEMENT MAP BALCH ROAD AND GOOCH LANE INTERSECTION IMPROVEMENTS

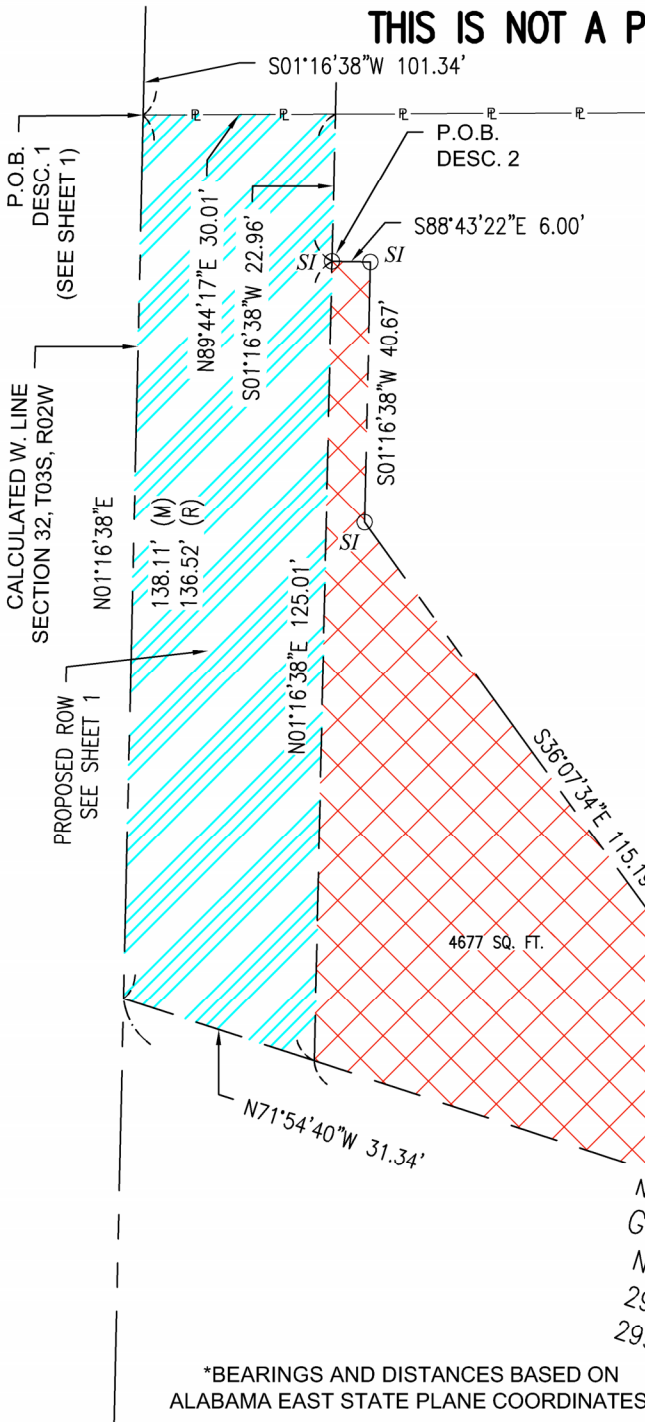
OWNER: RUDDER RENTALS, LLC.	DATE: MAY 20, 2024 Rev.:
PARCEL ID: 15-09-32-2-003-009.000	OHM PROJECT #: 9036230010
DEED: BOOK 2019, PAGE 52425	MADISON PROJECT #: 23-011
PARCEL 3	SHEET 1 OF 3

**OHM**

OHM ADVISORS  
209 10th AVENUE SOUTH  
SUITE 154  
NASHVILLE, TN 37203  
615-649-5264

# RIGHT OF WAY SURVEY

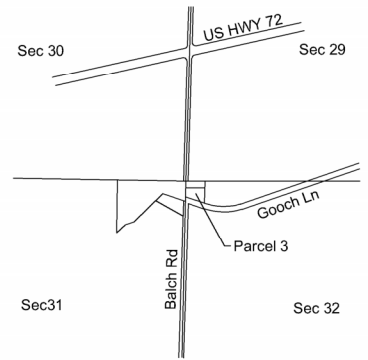
## THIS IS NOT A PROPERTY BOUNDARY SURVEY



4

RUDDER RENTALS LLC  
PARCEL # 15-09-32-2-003-009.000

VICINITY MAP  
(NOT TO SCALE)



\*BEARINGS AND DISTANCES BASED ON ALABAMA EAST STATE PLANE COORDINATES.

- PROPOSED CONVERSION OF PRESCRIPTIVE EASEMENT TO PUBLIC RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- SET IRON REBAR (PLS50493)
- PROPERTY LINE

**CITY OF MADISON, MADISON COUNTY, ALABAMA**  
RIGHT-OF-WAY AND EASEMENT MAP  
**BALCH ROAD AND GOOCH LANE INTERSECTION IMPROVEMENTS**

OWNER: RUDDER RENTALS, LLC.	DATE: MAY 20, 2024 Rev.:
PARCEL ID: 15-09-32-2-003-009.000	OHM PROJECT #: 9036230010
DEED: BOOK 2019, PAGE 52425	MADISON PROJECT #: 23-011
PARCEL 3	SHEET 2 OF 3

**OHM**

OHM ADVISORS  
209 10th AVENUE SOUTH  
SUITE 154  
NASHVILLE, TN 37203  
615-649-5264

# LEGAL DESCRIPTION

**DESCRIPTION 1:**

**PARCEL 3, PROPOSED CONVERSION OF PRESCRIPTIVE EASEMENT TO PUBLIC RIGHT-OF-WAY - BALCH ROAD:**

A STRIP OF LAND 30.00 FEET IN WIDTH, PARALLEL WITH, EASTERLY OF, AND ADJACENT TO THE WESTERLY LINE OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF ELBERT RUDDER SUBDIVISION; THENCE S89°10'00"E, 59.73 FEET TO THE CALCULATED NORTHWEST CORNER OF SAID SECTION, PASSING A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) AT A DISTANCE OF 29.73 FEET; THENCE S01°16'38"W, 101.34 FEET ALONG THE CALCULATED WEST LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE N89°44'17"E, 30.01 FEET TO THE EAST EXISTING PRESCRIPTIVE EASEMENT LINE OF BALCH ROAD; THENCE S01°16'38"W, ALONG SAID EASEMENT LINE, 147.97 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GOOCH LANE, PASSING A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) AT A DISTANCE OF 22.96 FEET; THENCE N71°54'40"W, 31.34 FEET TO THE CALCULATED WEST LINE OF SAID SECTION; THENCE N01°16'38"E, 138.11 FEET TO THE POINT OF BEGINNING, CONTAINING 4291 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

**DESCRIPTION 2:**

**PARCEL 3, PROPOSED RIGHT-OF-WAY:**

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF ELBERT RUDDER SUBDIVISION; THENCE S89°10'00"E, 59.73 FEET TO THE CALCULATED NORTHWEST CORNER OF SAID SECTION, PASSING A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) AT A DISTANCE OF 29.73 FEET; THENCE S01°16'38"W, 101.34 FEET ALONG THE CALCULATED WEST LINE OF SAID SECTION; THENCE N89°44'17"E, 30.01 FEET TO THE EAST EXISTING PRESCRIPTIVE EASEMENT LINE OF BALCH ROAD; THENCE S01°16'38"W, 22.96 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) BEING THE POINT OF BEGINNING; THENCE S88°43'22"E, 6.00 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE S01°16'38"W, 40.67 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE S36°07'34"E, 115.19 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE S18°05'20"W, 9.12 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE S71°54'40"E, 65.00 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493); THENCE S18°05'20"W, 6.00 FEET TO A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) ON THE NORTH RIGHT-OF-WAY LINE OF GOOCH LANE; THENCE N71°54'40"W, ALONG SAID RIGHT-OF-WAY LINE, 139.79 FEET TO THE EAST EXISTING PRESCRIPTIVE EASEMENT LINE OF BALCH ROAD; THENCE N01°16'38"E, ALONG SAID EASEMENT LINE, 125.01 FEET TO THE POINT OF BEGINNING, CONTAINING 4677 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.



SURVEYOR'S SIGNATURE:

AUSTIN GARNER  
 ALABAMA LICENSE NUMBER: PLS50493  
 DATE: 2024-05-20



CITY OF MADISON, MADISON COUNTY, ALABAMA

RIGHT-OF-WAY AND EASEMENT MAP  
**BALCH ROAD AND GOOCH LANE  
 INTERSECTION IMPROVEMENTS**

<b>OWNER:</b> RUDDER RENTALS, LLC.	<b>DATE:</b> MAY 20, 2024 <b>Rev.:</b>
<b>PARCEL ID:</b> 15-09-32-2-003-009.000	<b>OHM PROJECT #:</b> 9036230010
<b>DEED:</b> BOOK 2019, PAGE 52425	<b>MADISON PROJECT #:</b> 23-011
<b>PARCEL 3</b>	<b>SHEET 3 OF 3</b>



**OHM** <sup>®</sup>

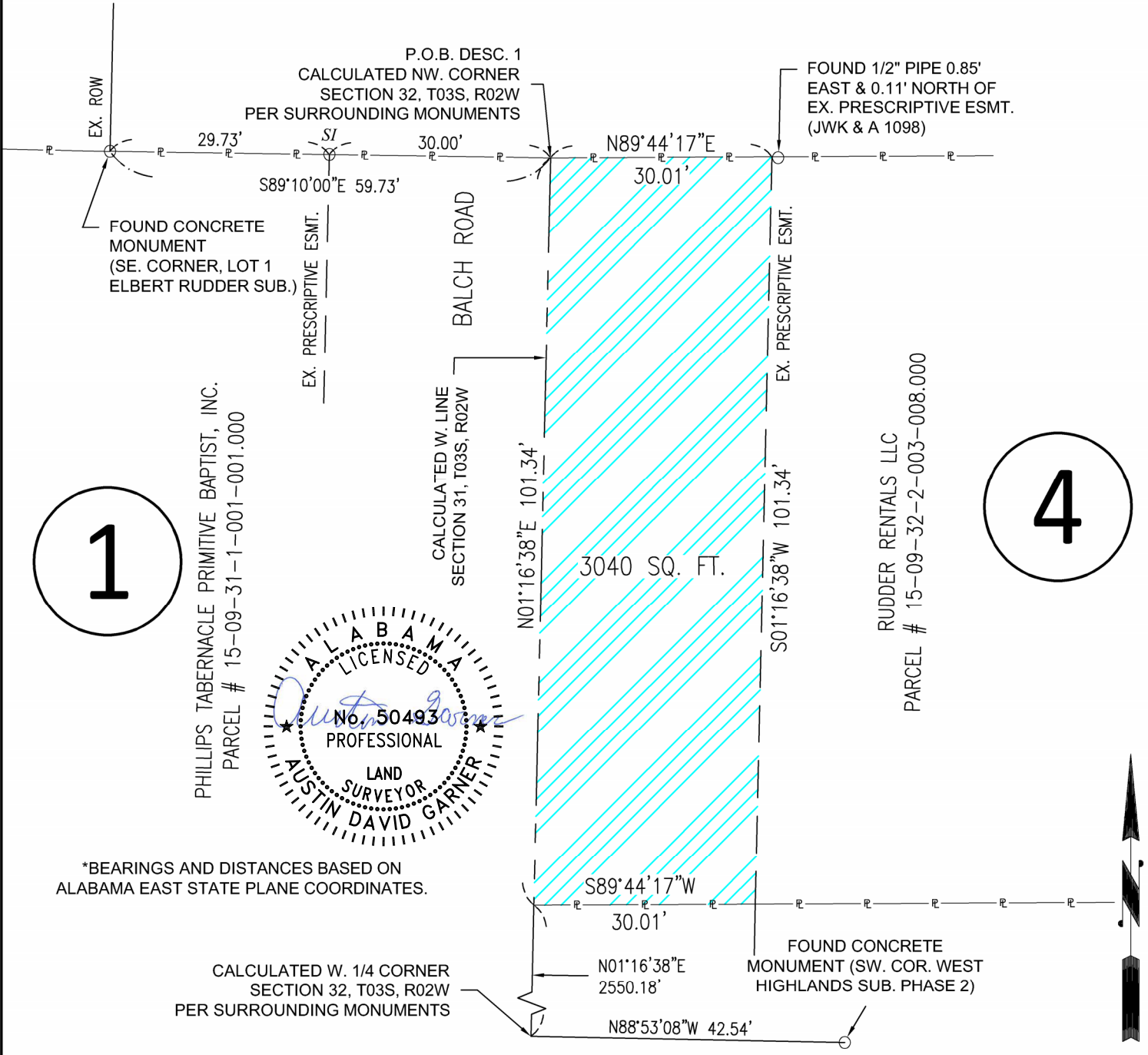
OHM ADVISORS  
 209 10th AVENUE SOUTH  
 SUITE 154  
 NASHVILLE, TN 37203  
 615-649-5264



# RIGHT OF WAY SURVEY

## THIS IS NOT A PROPERTY BOUNDARY SURVEY

# Exhibit A4



1

4

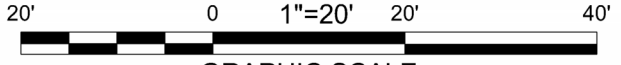


\*BEARINGS AND DISTANCES BASED ON ALABAMA EAST STATE PLANE COORDINATES.



PROPOSED CONVERSION OF PREScriptive EASEMENT TO PUBLIC RIGHT-OF-WAY

○/I SET IRON REBAR (PLS50493)  
 — P— PROPERTY LINE



GRAPHIC SCALE

### CITY OF MADISON, MADISON COUNTY, ALABAMA

#### RIGHT-OF-WAY AND EASEMENT MAP

## BALCH ROAD AND GOOCH LANE INTERSECTION IMPROVEMENTS

OWNER: RUDDER RENTALS, LLC.	DATE: MAY 20, 2024 Rev.:
PARCEL ID: 15-09-32-2-003-008.000	OHM PROJECT #: 9036230010
DEED: BOOK 2019, PAGE 52425	MADISON PROJECT #: 23-011
PARCEL 4	SHEET 1 OF 2

**OHM**

OHM ADVISORS  
 209 10th AVENUE SOUTH  
 SUITE 154  
 NASHVILLE, TN 37203  
 615-649-5264

# LEGAL DESCRIPTION

**DESCRIPTION 1:**

**PARCEL 4, PROPOSED CONVERSION OF PRESCRIPTIVE EASEMENT TO PUBLIC RIGHT-OF-WAY - BALCH ROAD:**  
 A STRIP OF LAND 30.00 FEET IN WIDTH, PARALLEL WITH, EASTERLY OF, AND ADJACENT TO THE WESTERLY LINE OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF ELBERT RUDDER SUBDIVISION; THENCE S89°10'00"E, 59.73 FEET TO THE CALCULATED NORTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING, PASSING A SET, CAPPED 1/2"x18" IRON REBAR (PLS50493) AT A DISTANCE OF 29.73 FEET; THENCE N89°44'17"E, 30.01 FEET TO THE EAST EXISTING PRESCRIPTIVE EASEMENT LINE OF BALCH ROAD; THENCE S01°16'38"W, ALONG SAID EASEMENT LINE, 101.34 FEET; THENCE S89°44'17"W, 30.01 FEET TO THE CALCULATED WEST LINE OF SAID SECTION; THENCE N01°16'38"E, ALONG SAID CALCULATED LINE, 101.34 FEET TO THE POINT OF BEGINNING, CONTAINING 3040 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

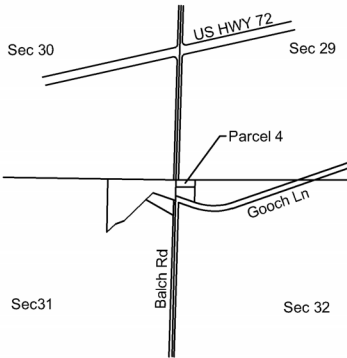
*Austin Garner*

SURVEYOR'S SIGNATURE:

AUSTIN GARNER  
 ALABAMA LICENSE NUMBER: PLS50493  
 DATE: 2024-05-20



VICINITY MAP  
 (NOT TO SCALE)



CITY OF MADISON, MADISON COUNTY, ALABAMA

RIGHT-OF-WAY AND EASEMENT MAP  
**BALCH ROAD AND GOOCH LANE  
 INTERSECTION IMPROVEMENTS**

OWNER: RUDDER RENTALS, LLC.	DATE: MAY 20, 2024 Rev.:
PARCEL ID: 15-09-32-2-003-008.000	OHM PROJECT #: 9036230010
DEED: BOOK 2019, PAGE 52425	MADISON PROJECT #: 23-011
PARCEL 4	SHEET 2 OF 2

**OHM** <sup>®</sup>

OHM ADVISORS  
 209 10th AVENUE SOUTH  
 SUITE 154  
 NASHVILLE, TN 37203  
 615-649-5264

# Exhibit B1

## LEGAL DESCRIPTION TRACT 1 PROPOSED RIGHT-OF-WAY DESCRIPTION

**BEING** A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO BRIAN E. ROSA AND WIFE, ASHLEY B. ROSA IN INSTRUMENT NUMBER 20160722000410610 OF THE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 5/8 INCH IRON ROD WITH CAP STAMPED "MCELROY" FOUND MARKING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO HALEY DIANE WAMBLES IN INSTRUMENT NUMBER 202100049429, ALSO MARKING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO PAUL L. OLIVER AND TRACY L. OLIVER, HUSBAND AND WIFE IN INSTRUMENT NUMBER 20051103000749180 OF THE RECORDS OF MADISON COUNTY, ALABAMA, AND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GOOCH LANE (60' WIDTH PUBLIC R.O.W.);

**THENCE**, CONTINUING ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 63°38'40" EAST, 562.65 FEET, TO A POINT ON THE COMMON LINE OF SAID RIGHT-OF-WAY AND THE NORTHERLY BOUNDARY LINE OF SAID ROSA TRACT BEING THE **POINT OF BEGINNING** AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, CONTINUING ALONG THE SAID COMMON LINE NORTH 63°38'40" EAST, 20.54 FEET, TO A POINT FOR THE NORTHEAST CORNER OF SAID ROSA TRACT AND THE WESTERLY RIGHT-OF-WAY LINE OF WALL TRIANA HIGHWAY (80' WIDTH PUBLIC R.O.W.) FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 01°15'31" WEST, 18.42 FEET, CONTINUING ALONG THE COMMON LINE OF SAID RIGHT-OF-WAY AND THE EASTERLY BOUNDARY LINE OF SAID ROSA TRACT TO A POINT FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED;

**THENCE**, CROSSING SAID ROSA TRACT, NORTH 62°41'55" WEST, 20.26 FEET TO THE **POINT OF BEGINNING** CONTAINING 168 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR'S SIGNATURE:

*James Janisse*  
6/26/24

JAMES JANISSE  
PROFESSIONAL LAND SURVEYOR  
NO. 39346  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
PH. 210-729-0100  
jay.janisse@kimley-horn.com



CITY OF MADISON, MADISON COUNTY, ALABAMA  
**RIGHT-OF-WAY AND EASEMENT MAP**  
**GOOCH LANE AND**  
**WALL TRIANA HIGHWAY**  
**MADISON PROJECT #22-023**

<b>Kimley»Horn</b>					
10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973			Tel. No. (210) 541-9166 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	TIA	JLJ	6/26/2024	014115002	1 OF 2





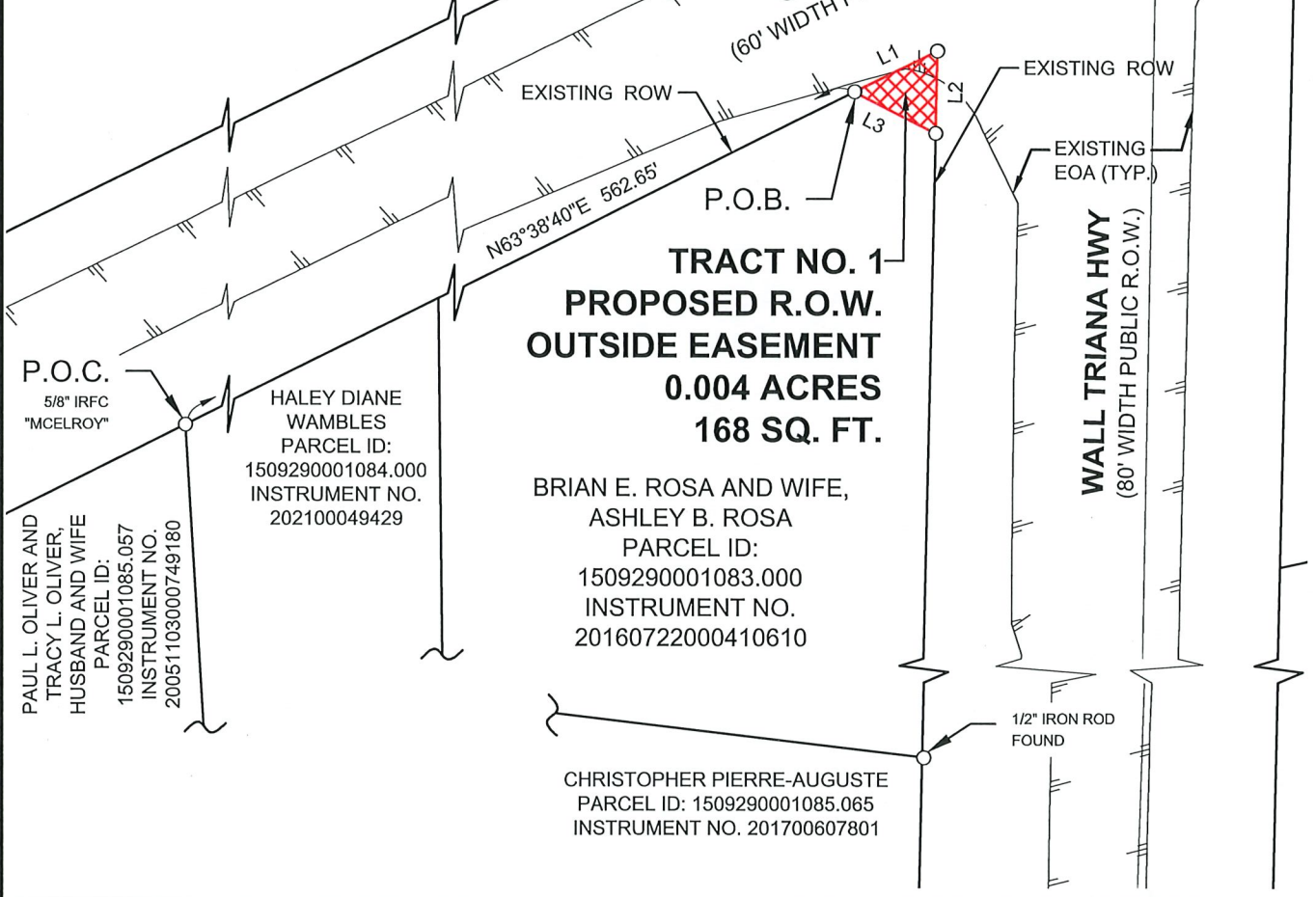
LINE TABLE		
NO.	BEARING	LENGTH
L1	N63°38'40"E	20.54'
L2	S01°15'31"W	18.42'
L3	N62°41'55"W	20.26'

**RIGHT OF WAY SURVEY**  
**THIS IS NOT A PROPERTY**  
**BOUNDARY SURVEY**

RANGE 2 WEST  
 TOWNSHIP 3 SOUTH  
 SECTION 29

APPROXIMATE SECTION LINE

RANGE 2 WEST  
 TOWNSHIP 3 SOUTH  
 SECTION 28



LEGEND	
	PROPOSED RIGHT-OF-WAY
	ASPHALT PAVEMENT
	CALCULATED POINT UNLESS OTHERWISE LABELLED

ROW AND BOUNDARY LINEWORK  
 SHOWN HEREON WAS PROVIDED BY  
 CLIENT

**CITY OF MADISON, MADISON COUNTY, ALABAMA**  
**RIGHT-OF-WAY AND EASEMENT MAP**  
**GOOCH LANE AND**  
**WALL TRIANA HIGHWAY**  
**MADISON PROJECT #22-023**

JAMES JANISSE  
 PROFESSIONAL LAND SURVEYOR  
 NO. 39346  
 10101 REUNION PLACE, SUITE 400  
 SAN ANTONIO, TEXAS 78216  
 PH. 210-729-0100  
 jay.janisse@kimley-horn.com

## Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973

Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	TIA	JLJ	6/26/2024	014115002	1 OF 2



**LEGAL DESCRIPTION  
TRACT 2 PROPOSED RIGHT-OF-WAY DESCRIPTION**

**BEING** A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO HEATHER EDSTROM AND STEVEN SALINAS, WIFE AND HUSBAND IN BOOK 2022, PAGE 25524 OF THE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 5/8 INCH IRON ROD WITH CAP STAMPED "MCELROY" FOUND MARKING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO HALEY DIANE WAMBLES IN INSTRUMENT NUMBER 202100049429, ALSO MARKING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO PAUL L. OLIVER AND TRACY L. OLIVER, HUSBAND AND WIFE IN INSTRUMENT NUMBER 20051103000749180 OF THE RECORDS OF MADISON COUNTY, ALABAMA, AND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GOOCH LANE (60' WIDTH PUBLIC R.O.W.);

**THENCE**, CONTINUING ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 63°38'40" EAST, 583.19 FEET, TO A POINT ON THE COMMON LINE OF SAID RIGHT-OF-WAY AND THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO BRIAN E. ROSA AND WIFE, ASHLEY B. ROSA IN INSTRUMENT NUMBER 20160722000410610 OF THE RECORDS OF MADISON COUNTY, ALABAMA, ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF WALL TRIANA HIGHWAY(80' WIDTH PUBLIC R.O.W.);

**THENCE**, NORTH 67°55'47" EAST, 87.59 FEET, CROSSING SAID WALL TRIANA HIGHWAY TO THE NORTHWEST CORNER OF SAID EDSTROM AND SALINAS TRACT AND ON THE EASTERLY RIGHT-OF-WAY LINE OF WALL TRIANA HIGHWAY AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GOOCH LANE BEING THE **POINT OF BEGINNING** AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

SURVEYOR'S SIGNATURE

*James Janisse*  
7/23/24

JAMES JANISSE  
PROFESSIONAL LAND SURVEYOR  
NO. 39346  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
PH. 210-729-0100  
jay.janisse@kimley-horn.com



CITY OF MADISON, MADISON COUNTY, ALABAMA  
**RIGHT-OF-WAY AND EASEMENT MAP**  
**GOOCH LANE AND**  
**WALL TRIANA HIGHWAY**  
**MADISON PROJECT #22-023**

**Kimley»Horn**

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	TIA	JLJ	7/23/2024	014115002	1 OF 3

**LEGAL DESCRIPTION**  
**TRACT 2 PROPOSED RIGHT-OF-WAY DESCRIPTION**

**THENCE**, CONTINUING ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 63°33'29" EAST, 51.66 FEET TO A POINT FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, CROSSING SAID EDSTROM AND SALINAS TRACT, SOUTH 54°48'51" WEST, 56.87 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 01°16'51" EAST, 9.77 FEET TO THE **POINT OF BEGINNING** CONTAINING 223 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

CITY OF MADISON, MADISON COUNTY, ALABAMA  
**RIGHT-OF-WAY AND EASEMENT MAP**  
**GOOCH LANE AND**  
**WALL TRIANA HIGHWAY**  
**MADISON PROJECT #22-023**

JAMES JANISSE  
PROFESSIONAL LAND SURVEYOR  
NO. 39346  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
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**Kimley»Horn**

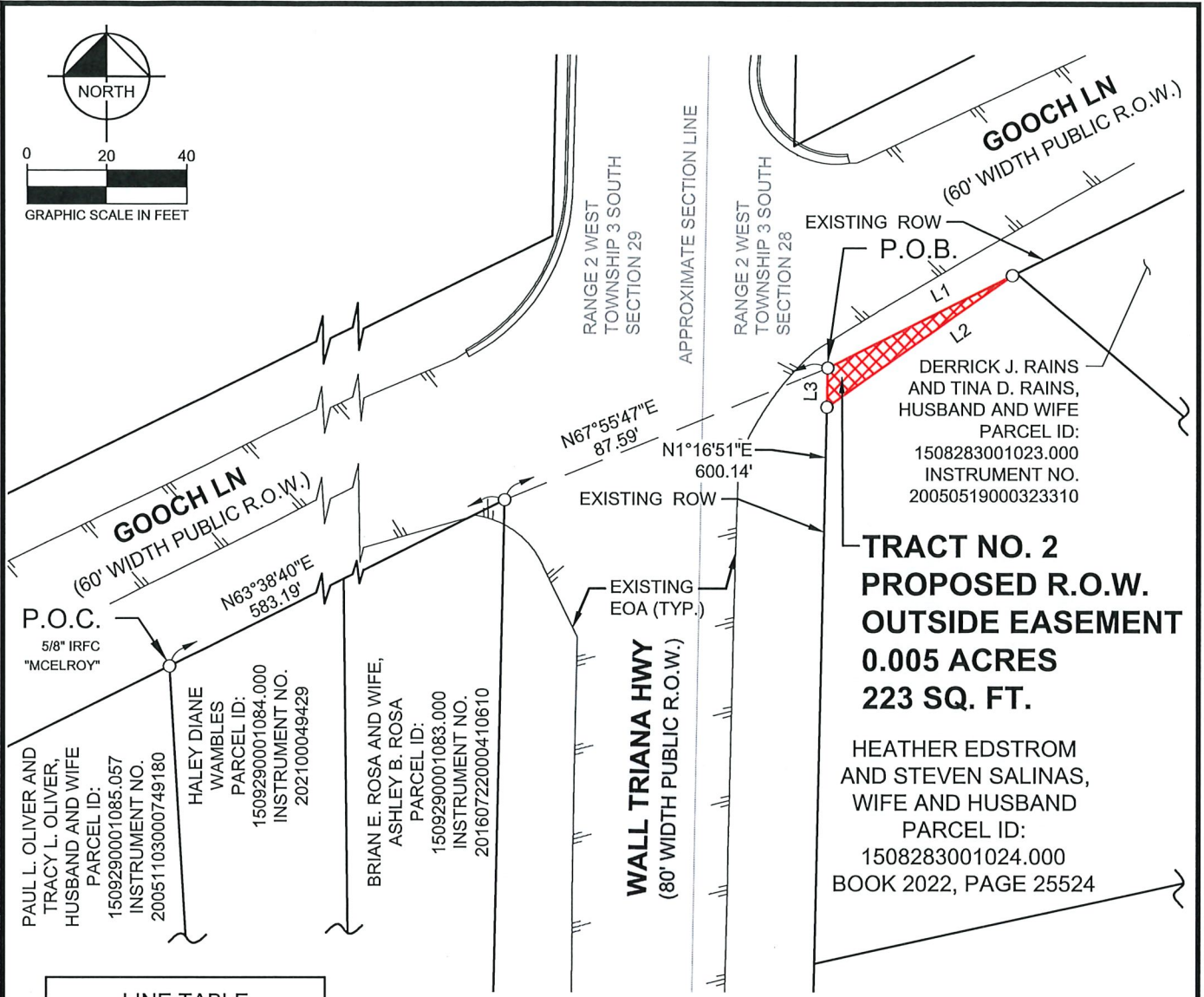
10101 Reunion Place, Suite 400  
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	TIA	JLJ	7/23/2024	014115002	2 OF 3





**LINE TABLE**

NO.	BEARING	LENGTH
L1	N63°33'29"E	51.66'
L2	S54°48'51"W	56.87'
L3	N01°16'51"E	9.77'

**LEGEND**

	PROPOSED RIGHT-OF-WAY
	ASPHALT PAVEMENT
	CALCULATED POINT UNLESS OTHERWISE LABELLED

**JAMES JANISSE**  
PROFESSIONAL LAND SURVEYOR  
NO. 39346  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
PH. 210-729-0100  
jay.janisse@kimley-horn.com

**RIGHT OF WAY SURVEY**  
**THIS IS NOT A PROPERTY**  
**BOUNDARY SURVEY**

ROW AND BOUNDARY LINework  
SHOWN HEREON WAS PROVIDED BY  
CLIENT

**CITY OF MADISON, MADISON COUNTY, ALABAMA**  
**RIGHT-OF-WAY AND EASEMENT MAP**  
**GOOCH LANE AND**  
**WALL TRIANA HIGHWAY**  
**MADISON PROJECT #22-023**

**Kimley»Horn**

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale 1" = 40'	Drawn by TIA	Checked by JLJ	Date 7/23/2024	Project No. 014115002	Sheet No. 3 OF 3
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**RESOLUTION NO. 2024-391-R**

**WHEREAS**, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City’s Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

**Clint and Brittany Coggin’s request to zone property located at 145 Firestone Drive, south of U.S. Highway 72 West and east of Rainbow Drive, to R-1A (Low Density Residential District) upon annexation, and**

**WHEREAS**, it is the judgment and opinion of the City Council that a formal public hearing should be held for the purpose of considering an ordinance to amend the zoning map of the City in accordance with said zoning request;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:**

**SECTION 1.** A public hearing will be held by the City Council on January 13, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

**SEE ATTACHMENT A**

**SECTION 2.** This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
**John D. Seifert II, Council President**  
**City of Madison, Alabama**

**ATTEST:**

\_\_\_\_\_  
**Lisa D. Thomas, City Clerk-Treasurer**  
**City of Madison, Alabama**

Approved this 9th day of December 2024.

---

*Paul Finley, Mayor*  
**City of Madison, Alabama**

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the *Madison County Record* on December 18, 2024

*Attachment A*

**PROPOSED ORDINANCE NO. 2024-392**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &  
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1A  
(LOW DENSITY RESIDENTIAL DISTRICT).**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON,  
ALABAMA, AS FOLLOWS:**

**SECTION 1.** That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R1-A (Low Density Residential District):

**145 FIRESTONE DRIVE**

**All that part of the Northwest 1/ 4 of the Northeast 1/ 4 of Section 27, Township 3 South, Range 2 West, and being part of Lot 1, Block 1, according to the recorded plat of Hughes Hills, a resubdivision of Tracts 15 through 21, inclusive of John A. Hughes and Frank Cliff lands, Madison County, Alabama, as recorded in Plat Book 1, Page 294 in the Office of the Judge of Probate of Madison County, Alabama, more particularly described as commencing at a 5/8 inch rebar found at the Northwest corner of said Lot 1, Block 1, on the south right-of-way margin of U.S. Highway No.72; thence South 02°18'57" East along the west boundary line of said Lot 1 for a distance of 400.00 feet to a 1/2 inch rebar set at the point of beginning; thence from the point of beginning North 88°15'41" East 157.09 feet to a 1/2 inch rebar set on the east boundary line of said Lot 1; thence along the east boundary line of Lot 1, South 02°39'54" East 3.19 feet to a 1/2 inch iron pipe found; thence South 02°55'41" East 215.67 feet to a 1/2 inch rebar set at the southeast corner of said Lot 1 on the north right-of-way margin of Firestone Drive; thence along said north margin, North 89°02'22" West 163.04 feet to a 5/8 inch rebar found at the southwest corner of said Lot 1; thence North 01°23'47" West 209.93 feet to a 5/8 inch rebar found; thence North 02°18'57" West 1.21 feet to the point of beginning.**

**SECTION 2.** That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1A (Low Density Residential District).

**SECTION 3.** That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this 13th day of January, 2025.

\_\_\_\_\_  
*John D. Seifert II, Council President*

**City of Madison, Alabama**

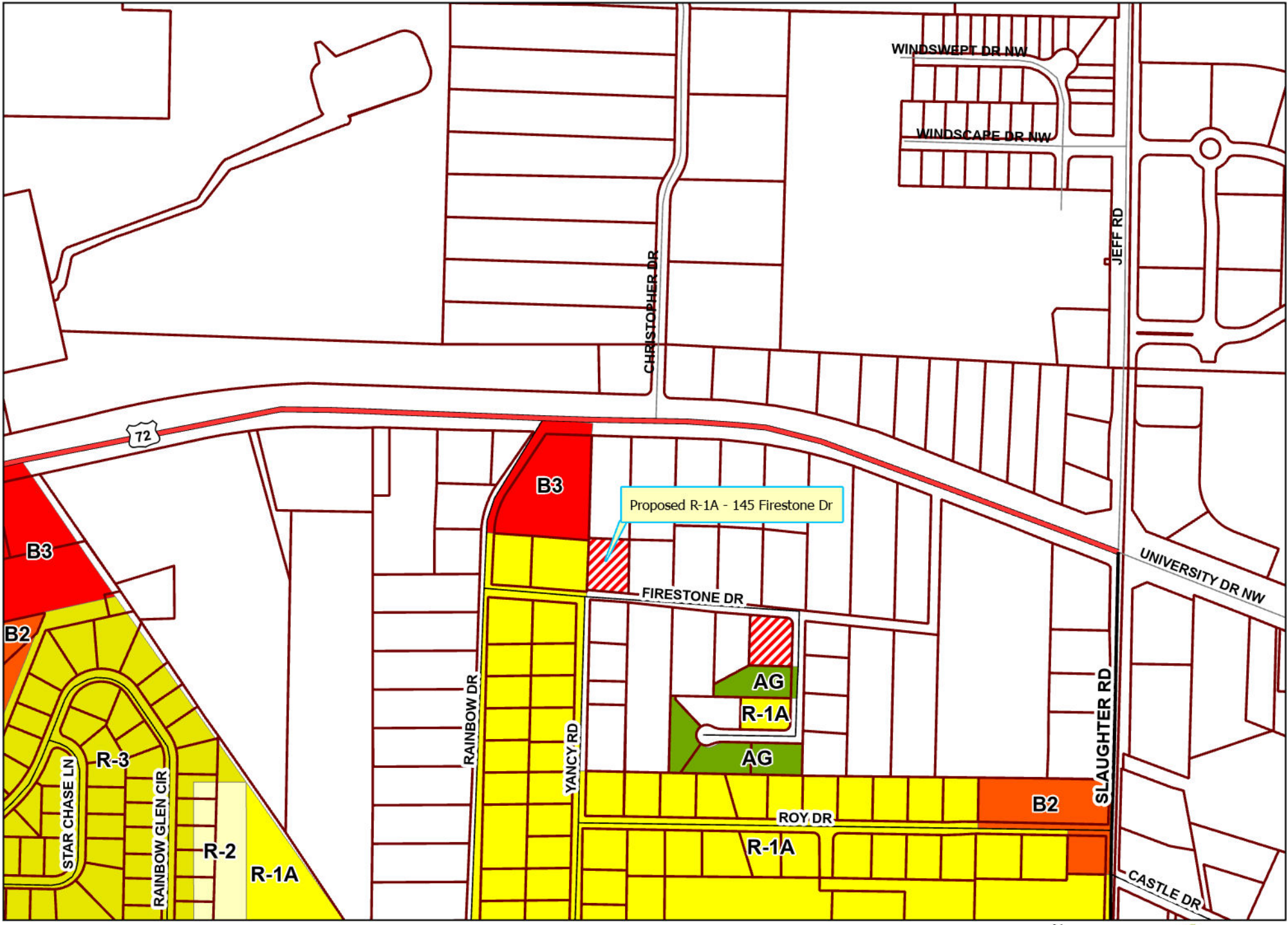
**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
**City of Madison, Alabama**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
*Paul Finley, Mayor*  
**City of Madison, Alabama**





72

B3

Proposed R-1A - 145 Firestone Dr

B3

B2

FIRESTONE DR

AG

R-1A

AG

UNIVERSITY DR NW

SLAUGHTER RD

R-3

R-2

R-1A

ROY DR

B2

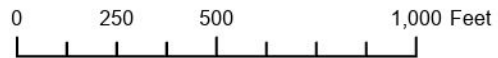
STAR CHASE LN

RAINBOW GLEN CIR

YANCY RD

RAINBOW DR

CASTLE DR



### Proposed R-1A - 145 Firestone Dr





**SYNOPSIS AND NOTICE OF PUBLIC HEARING**  
**WITH RESPECT TO AMENDMENT TO THE ZONING ORDINANCE**  
**OF THE CITY OF MADISON**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;  
 AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
 CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO R-  
 1A (LOW DENSITY RESIDENTIAL DISTRICT).**

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by Clint and Brittany Coggin, the City Council of the City of Madison, Alabama, will hold a public hearing on the 13<sup>th</sup> day of January, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

**145 FIRESTONE DRIVE**

**All that part of the Northwest 1/ 4 of the Northeast 1/ 4 of Section 27, Township 3 South, Range 2 West, and being part of Lot 1, Block 1, according to the recorded plat of Hughes Hills, a resubdivision of Tracts 15 through 21, inclusive of John A. Hughes and Frank Cliff lands, Madison County, Alabama, as recorded in Plat Book 1, Page 294 in the Office of the Judge of Probate of Madison County, Alabama, more particularly described as commencing at a 5/8 inch rebar found at the Northwest corner of said Lot 1, Block 1, on the south right-of-way margin of U.S. Highway No.72; thence South 02°18'57" East along the west boundary line of said Lot 1 for a distance of 400.00 feet to a ½ inch rebar set at the point of beginning; thence from the point of beginning North 88°15'41" East 157.09 feet to a ½ inch rebar set on the east boundary line of said Lot 1; thence along the east boundary line of Lot 1, South 02°39'54" East 3.19 feet to a ½ inch iron pipe found; thence South 02°55'41" East 215.67 feet to a ½ inch rebar set at the southeast corner of said Lot 1 on the north right-of-way margin of Firestone Drive; thence along said north margin, North 89°02'22" West 163.04 feet to a 5/8 inch rebar found at the southwest corner of said Lot 1; thence North 01°23'47" West 209.93 feet to a 5/8 inch rebar found; thence North 02°18'57" West 1.21 feet to the point of beginning.**

**Notice is hereby given** to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 18<sup>th</sup> day of December 2024.

**DATED** at Madison, Alabama, this 25<sup>th</sup> day of December 2024.

\_\_\_\_\_  
**John D. Seifert II, Council President**  
 City of Madison, Alabama

**ORDINANCE NO. 2025-001**

**ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN  
PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON,  
ALABAMA, PURSUANT TO ALA. CODE §§ 11-42-20 THROUGH -24,  
INCLUSIVE, AS AMENDED.**

**WHEREAS**, on October 24, 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

**145 FIRESTONE DRIVE**

**All that part of the Northwest 1/ 4 of the Northeast 1/ 4 of Section 27, Township 3 South, Range 2 West, and being part of Lot 1, Block 1, according to the recorded plat of Hughes Hills, a resubdivision of Tracts 15 through 21, inclusive of John A. Hughes and Frank Cliff lands, Madison County, Alabama, as recorded in Plat Book 1, Page 294 in the Office of the Judge of Probate of Madison County, Alabama, more particularly described as commencing at a 5/8 inch rebar found at the Northwest corner of said Lot 1, Block 1, on the south right-of-way margin of U.S. Highway No.72; thence South 02°18'57" East along the west boundary line of said Lot 1 for a distance of 400.00 feet to a ½ inch rebar set at the point of beginning; thence from the point of beginning North 88°15'41" East 157.09 feet to a ½ inch rebar set on the east boundary line of said Lot 1; thence along the east boundary line of Lot 1, South 02°39'54" East 3.19 feet to a ½ inch iron pipe found; thence South 02°55'41" East 215.67 feet to a ½ inch rebar set at the southeast corner of said Lot 1 on the north right-of-way margin of Firestone Drive; thence along said north margin, North 89°02'22" West 163.04 feet to a 5/8 inch rebar found at the southwest corner of said Lot 1; thence North 01°23'47" West 209.93 feet to a 5/8 inch rebar found; thence North 02°18'57" West 1.21 feet to the point of beginning.**

**WHEREAS**, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

**WHEREAS**, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

**WHEREAS**, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of Ala. Code §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be

in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:**

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

145 FIRESTONE DRIVE

All that part of the Northwest 1/4 of the Northeast 1/4 of Section 27, Township 3 South, Range 2 West, and being part of Lot 1, Block 1, according to the recorded plat of Hughes Hills, a resubdivision of Tracts 15 through 21, inclusive of John A. Hughes and Frank Cliff lands, Madison County, Alabama, as recorded in Plat Book 1, Page 294 in the Office of the Judge of Probate of Madison County, Alabama, more particularly described as commencing at a 5/8 inch rebar found at the Northwest corner of said Lot 1, Block 1, on the south right-of-way margin of U.S. Highway No.72; thence South 02°18'57" East along the west boundary line of said Lot 1 for a distance of 400.00 feet to a 1/2 inch rebar set at the point of beginning; thence from the point of beginning North 88°15'41" East 157.09 feet to a 1/2 inch rebar set on the east boundary line of said Lot 1; thence along the east boundary line of Lot 1, South 02°39'54" East 3.19 feet to a 1/2 inch iron pipe found; thence South 02°55'41" East 215.67 feet to a 1/2 inch rebar set at the southeast corner of said Lot 1 on the north right-of-way margin of Firestone Drive; thence along said north margin, North 89°02'22" West 163.04 feet to a 5/8 inch rebar found at the southwest corner of said Lot 1; thence North 01°23'47" West 209.93 feet to a 5/8 inch rebar found; thence North 02°18'57" West 1.21 feet to the point of beginning.

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 5** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

- (a) final publication of this ordinance as required by law; and
- (b) application for rezoning being properly made by the lawful owners.

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama on this the 13<sup>th</sup> day of January, 2025.

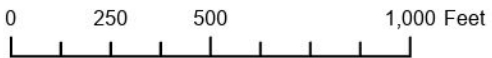
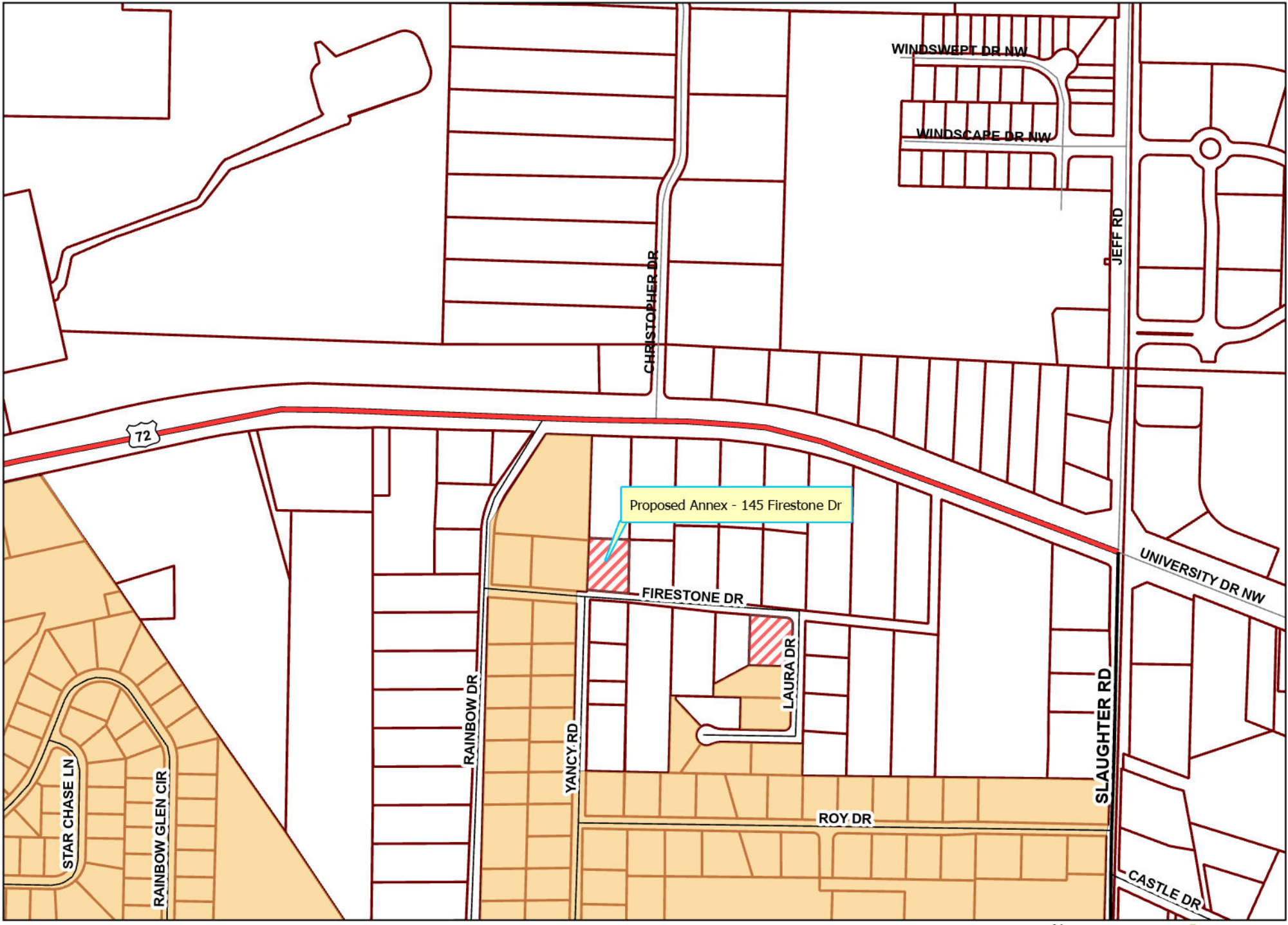
\_\_\_\_\_  
**John D. Seifert II, Council President**  
**City of Madison, Alabama**

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
**City of Madison, Alabama**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Paul Finley, Mayor**  
**City of Madison, Alabama**



**Proposed Annexation - 145 Firestone Dr**



**RESOLUTION NO. 2024-393-R**

**WHEREAS**, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City’s Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

**Sherry Price’s request to zone property located at 174 Firestone Drive, south of U.S. Highway 72 West and east of Rainbow Drive, to R-1A (Low Density Residential District) upon annexation, and**

**WHEREAS**, it is the judgment and opinion of the City Council that a formal public hearing should be held for the purpose of considering an ordinance to amend the zoning map of the City in accordance with said zoning request;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:**

**SECTION 1.** A public hearing will be held by the City Council on January 13, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

**SEE ATTACHMENT A**

**SECTION 2.** This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
**John D. Seifert II, Council President**  
**City of Madison, Alabama**

**ATTEST:**

\_\_\_\_\_  
**Lisa D. Thomas, City Clerk-Treasurer**  
**City of Madison, Alabama**

Approved this 9th day of December 2024.

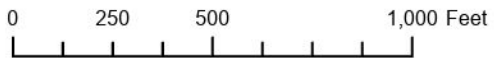
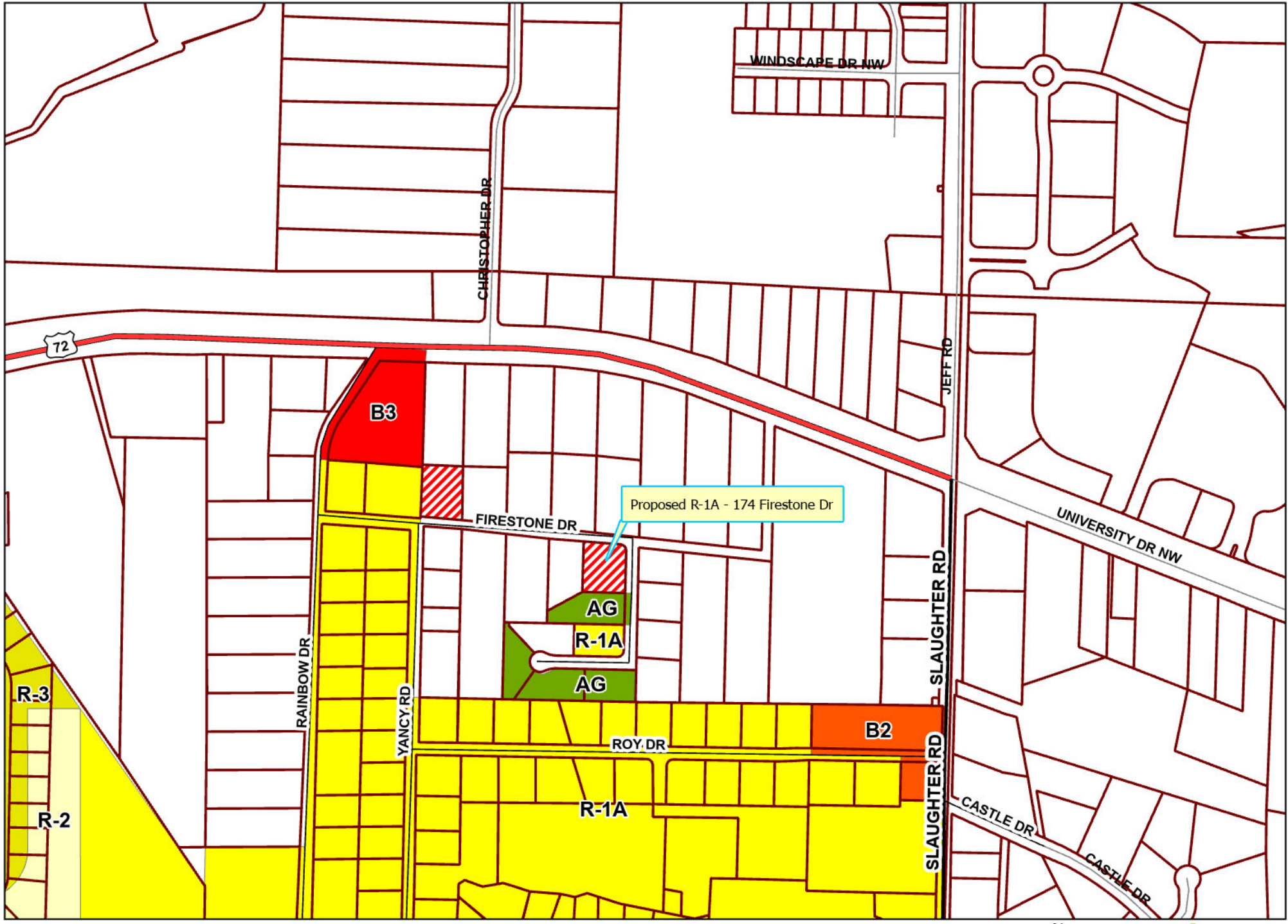
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*Paul Finley, Mayor*  
**City of Madison, Alabama**

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the *Madison County Record* on December 18, 2024

*Attachment A*





**Proposed R-1A - 174 Firestone Dr**





**PROPOSED ORDINANCE NO. 2024-394**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1A (LOW DENSITY RESIDENTIAL DISTRICT).**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:**

**SECTION 1.** That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R1-A (Low Density Residential District):

**174 FIRESTONE DRIVE  
LOT 2 GRIFFIN SUBDIVISION 2<sup>ND</sup> ADDITION A PART OF LOTS 4 & 5 BLOCK 2  
HUGHES HILLS RESUBDIVISION OF TRACT 15-21 INCLUSIVE OF JOHN A HUGHES &  
FRANK CLIFT LANDS PLAT BOOK 18 PAGE 90**

**SECTION 2.** That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1A (Low Density Residential District).

**SECTION 3.** That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this 13th day of January, 2025.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**SYNOPSIS AND NOTICE OF PUBLIC HEARING**  
**WITH RESPECT TO AMENDMENT TO THE ZONING ORDINANCE**  
**OF THE CITY OF MADISON**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;  
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO R-  
1A (LOW DENSITY RESIDENTIAL DISTRICT).**

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by Clint and Brittany Coggin, the City Council of the City of Madison, Alabama, will hold a public hearing on the 13<sup>th</sup> day of January, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

**174 FIRESTONE DRIVE  
LOT 2 GRIFFIN SUBDIVISION 2<sup>ND</sup> ADDITION A PART OF LOTS 4 & 5 BLOCK 2  
HUGHES HILLS RESUBDIVISION OF TRACT 15-21 INCLUSIVE OF JOHN A HUGHES &  
FRANK CLIFT LANDS PLAT BOOK 18 PAGE 90**

**Notice is hereby given** to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 18<sup>th</sup> day of December 2024.

**DATED** at Madison, Alabama, this 25<sup>th</sup> day of December 2024.

\_\_\_\_\_  
**John D. Seifert II, *Council President***  
**City of Madison, Alabama**

**ORDINANCE NO. 2025-002**

**ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN  
PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON,  
ALABAMA, PURSUANT TO ALA. CODE §§ 11-42-20 THROUGH -24,  
INCLUSIVE, AS AMENDED.**

**WHEREAS**, on October 21, 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

**174 FIRESTONE DRIVE  
LOT 2 GRIFFIN SUBDIVISION 2<sup>ND</sup> ADDITION A PART OF LOTS 4 & 5 BLOCK 2  
HUGHES HILLS RESUBDIVISION OF TRACT 15-21 INCLUSIVE OF JOHN A HUGHES &  
FRANK CLIFT LANDS PLAT BOOK 18 PAGE 90**

**WHEREAS**, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

**WHEREAS**, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

**WHEREAS**, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:**

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

**174 FIRESTONE DRIVE  
LOT 2 GRIFFIN SUBDIVISION 2<sup>ND</sup> ADDITION A PART OF LOTS 4 & 5 BLOCK 2  
HUGHES HILLS RESUBDIVISION OF TRACT 15-21 INCLUSIVE OF JOHN A HUGHES &  
FRANK CLIFT LANDS PLAT BOOK 18 PAGE 90**

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 5** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

- (a) final publication of this ordinance as required by law; and
- (b) application for rezoning being properly made by the lawful owners.

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama on this the 13<sup>th</sup> day of January, 2025.

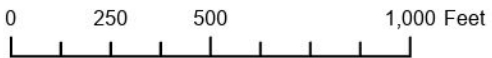
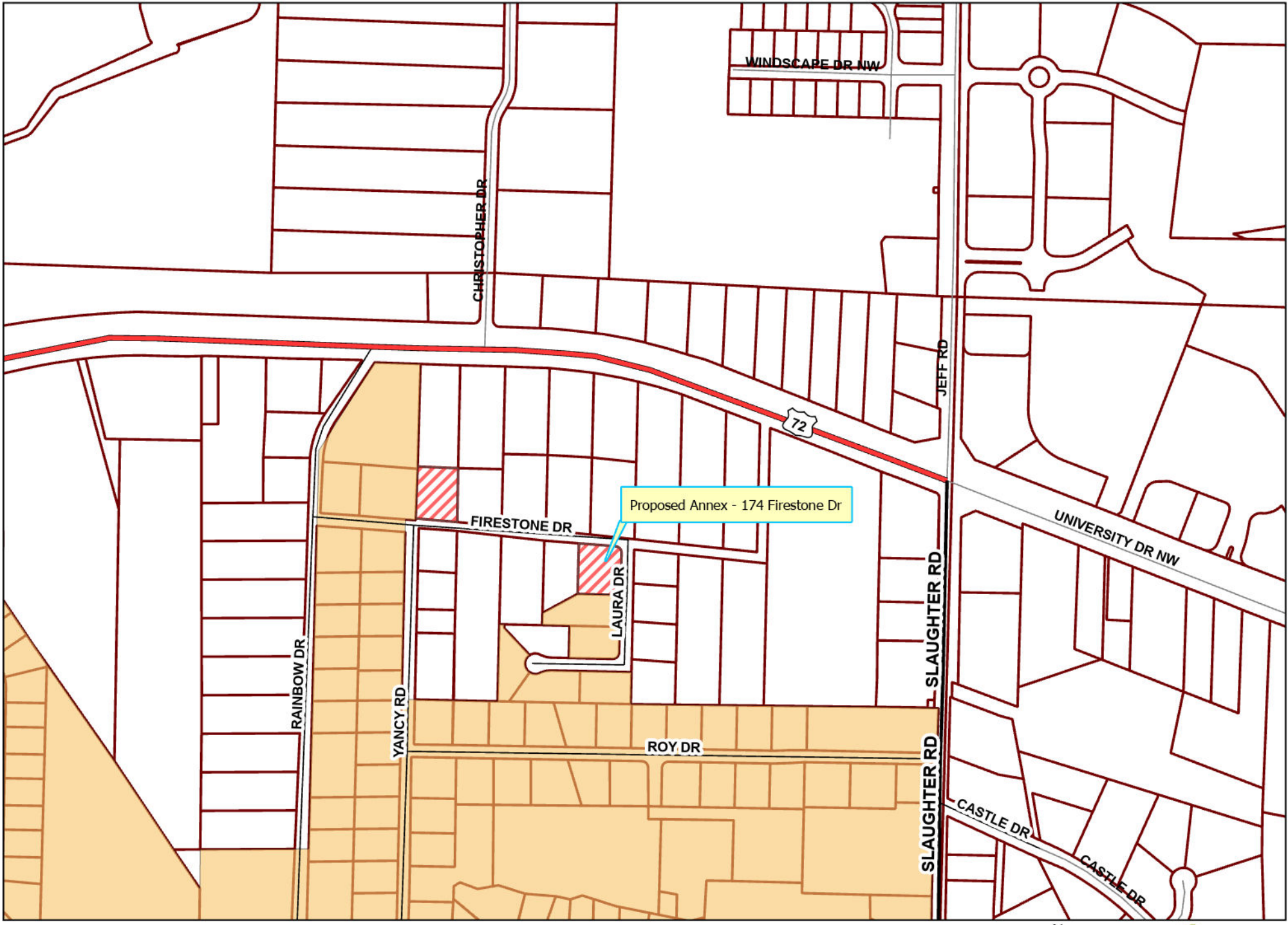
\_\_\_\_\_  
**John Seifert, *Council President***  
**City of Madison, Alabama**

**ATTEST:**

\_\_\_\_\_  
**Lisa Thomas, *City Clerk-Treasurer***  
**City of Madison, Alabama**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Paul Finley, *Mayor***  
**City of Madison, Alabama**



### Proposed Annexation - 174 Firestone Dr



**RESOLUTION NO. 2024-415-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GTEC, LLC FOR SOCCER FIELD LIGHTING PROJECT**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with GTEC, LLC, for a geotechnical engineering study to explore subsurface conditions and groundwater levels for the Palmer Park and Dublin Park soccer field lighting project, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal for Geotechnical Engineering Study – Revision 1" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to GTEC, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of December 2024.

\_\_\_\_\_  
*John D. Seifert, II, City Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_ day of December 2024.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and GTEC, LLC, located at 4890 University Square, Suite 2, Huntsville, Alabama 35816 hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison seeks professional geotechnical engineering services in order to explore the subsurface conditions and groundwater levels in order to provide recommendations for construction planning for lighting installation at Palmer Park and Dublin Park; and

**WHEREAS**, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

**WHEREAS**, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

**WHEREAS**, the City desires to avail itself of Consultant's unique abilities and services, and Consultant desires to provide same to City;

**NOW, THEREFORE**, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional engineering services for a geotechnical engineering study and subsurface exploration for field lighting at Palmer Park and Dublin Park, said study to be prepared according to the Consultant’s proposal dated November 18, 2024 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall



be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall thoroughly, timely, and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- D. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. Following completion of the services, Consultant shall restore the site to its original condition.
- E. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- F. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.

## **SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES**

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **fifteen thousand nine hundred forty dollars (\$15,940.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses, unless they are approved additional services pursuant to Section 2.E.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant, and City shall be perpetually vested with full usage rights of the same.



- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

### **SECTION 3: INDEMNIFICATION**

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

### **SECTION 4: COMMENCEMENT; TERM**

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

### **SECTION 5: TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

### **SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall be deemed to be employees of City and that employees of City are not nor shall

they be deemed to be employees of Consultant.

**SECTION 7: EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

**SECTION 8: ASSIGNMENT**

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

**SECTION 9: ENTIRE AGREEMENT: WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

**SECTION 10: NOTICES**

All notices to City shall be addressed to:

*Director of Parks and Recreation  
8324 Madison Pike  
Madison, Alabama 35758*

*With a copy to:  
City Attorney  
100 Hughes Road  
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*GTEC, LLC  
4890 University Square, Suite 2  
Huntsville, AL 35816*

**SECTION 11: GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Alabama.

**SECTION 12: MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

**IN WITNESS WHEREOF**, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,  
a municipal corporation**

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

**STATE OF ALABAMA                   §**  
  **§**  
**COUNTY OF MADISON               §**

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_ day of December 2024.

\_\_\_\_\_  
Notary Public

GTEC, LLC  
Consultant

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ALABAMA                   §  
   §  
COUNTY OF MADISON               §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ for GTEC, LLC is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the \_\_\_\_\_ day of December 2024.

\_\_\_\_\_  
Notary Public



November 18, 2024

City of Madison  
Parks and Recreation Department  
8324 Madison Pike  
Madison, Alabama 35758

ATTN: Mr. Kory Alfred

SUBJECT: Proposal for Geotechnical Engineering Study – Revision 1  
Palmer Park and Dublin Park Lights  
Madison, Alabama  
GTEC Proposal No. P-00483

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Madison, Alabama. Project information was provided by Mr. Kory Alfred, via email on November 5, 2024. This proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

## **PROJECT INFORMATION**

GTEC, LLC understands that the City of Madison, Alabama Parks and Recreation Department intends to add lighting to the upper and lower soccer fields at Field 2 and at Field 5 of Palmer Park and to Field 4 at Dublin Park. Palmer Park is located at 574 Palmer Road in Madison, Alabama, about 0.5 miles east of County Line Road. Dublin Park is located at 8324 Old Madison Pike in Madison, Alabama, about 0.5 miles east of Hughes Road.

### Palmer Park

At Palmer Park, there are currently four light poles located at Field 3, south of Field 2. The lights for soccer field 2 will include two new poles. Poles S-1 and S-2 will be 60-foot galvanized steel poles placed on two pre-cast concrete foundations with integrated grounding. Based on the Musco Lighting Preliminary Drawings “*Madison Soccer Phase 2- Madison, AL*”, dated October 9, 2024, and “*Palmer Park McEvoy Soccer Field*”, dated October 15, 2024, the poles at Field 2, labeled S-1 and S-2, and poles at Field 5, labeled S-7, S-8, S-9, and S-10, will be 30-inches in diameter and the concrete base weight for all poles will be 1,870 pounds. Poles S-1 and S-2 will have a total assembled weight of 1,189 pounds, and poles S-7, S-8, S-9, and S-10 will have a total assembled weight of 1,040 pounds. They will each be buried 10 feet below ground and will use 1.2 cubic yards of concrete backfill.



We understand lighting will be improved at the four existing light pole locations at Field 3. This proposal does not include exploration for these lighting improvements.

### Dublin Park

At Dublin Park, the lights for soccer field 4 will include four new poles, labeled S-5, S-6, S-7, and S-8, that will be 60-foot galvanized steel poles placed on four pre-cast concrete foundations with integrated grounding. Based on the Musco Lighting Preliminary Drawings *"Dublin Park Soccer Field 4 – Madison, AL"*, dated October 16, 2024, the poles will be 30-inches in diameter, the concrete base weight will be 1,870 pounds, and the total assembled weight of the pole structure is 1,051 pounds. They will each be buried 10 feet below ground and will use 1.2 cubic yards of concrete backfill.

## **SCOPE OF SERVICES**

The purpose of our study is to explore the subsurface conditions and groundwater levels in order to provide recommendations for construction planning. To accomplish this objective, we have developed the following scope of services.

We will contact Alabama One Call prior to the performance of our field services. The utility location services will only mark registered public utility lines; therefore, we will need assistance in locating private lines or underground structures.

### Field Activities

Test locations will be marked using a hand-held GPS unit. If a topographic survey is provided, boring elevations can be estimated by interpolating between contour lines. If more accurate location and elevation are needed, we recommend our boring locations be staked by others.

GTEC proposes to explore the subsurface conditions with ten (10) soil test borings during this study. Each boring will be advanced to a depth of 20 feet or refusal, whichever occurs first. Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter to boring termination or auger or SPT refusal. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

### Laboratory Testing

A member of our staff will supervise the drilling activities and visually classify the soil samples in general accordance with ASTM D2488, the Standard Practice for Description and Identification (Visual-Manual Procedure). Based on the anticipated conditions, we plan to perform the following laboratory tests on select samples:

- Natural Moisture Content (Soil), ASTM D2216
- Atterberg Limits, ASTM D4318



- Unconfined Compression Tests, ASTM D2166

Engineering Evaluation and Report

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

- Our understanding of the planned project,
- A summary of existing site conditions, site geology, and topography,
- Records of field tests outlining the materials encountered at the test locations,
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
- Recommendations for foundation type including allowable bearing pressure and depth,
- Values for axial capacity and L-Pile parameters for signal pole foundations,
- Recommendation for seismic soil site class utilizing field and laboratory test results, and
- Groundwater concerns, if encountered.

**CLIENT RESPONSIBILITIES**

To assist with fulfilling our proposed scope of services, GTEC requests the following:

- Plans and Specifications: GTEC has been provided with preliminary drawings for the light pole locations and information. GTEC requests the client send updated drawings as the project progresses.
- Field Work Scheduling and Site Access: GTEC requests the client provide any field work scheduling restrictions for the site, such as certain operational hours of the site, special security and/or administration hours, or other restrictions limiting field work. GTEC also requests the client provide any special instructions for site access, such as gates, property owner coordination, clearing concerns, or any other site access concerns limiting GTEC personnel and subcontractors from accessing the site.
- Private Utilities: GTEC requests the client send current private site utility drawings or coordinate approval of proposed test locations with property owner prior to field work.

**FEE AND SCHEDULE**

At this time, we propose our services described for the fees listed in the following table:

Services	Fee Type	Fee
Engineering Analysis and Report	Lump Sum	\$15,940.00

Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the





planned dates of services. Final reports will be issued within four to six weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

**AUTHORIZATION**

Should this proposal meet your objectives, please sign, date, and return. Signed authorization will constitute acceptance of the fee, schedule, and General Terms and Conditions, which are included with this proposal. Any modification to this proposal, the fee, schedule, or General Terms and Conditions must be accepted by both parties.

To Authorize this Proposal, please sign below:

Paul Finley, Mayor  
Printed Name/Title

City of Madison, AL, a municipal corporation  
Company Name

\_\_\_\_\_  
Signature

100 Hughes Road, Madison, AL 35758  
Billing Address

December , 2024  
Date

ap@madisonal.gov  
Accounts Payable Email Address

**CLOSING REMARKS**

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,  
GTEC

Kathleen Bernal, E.I.  
Staff Engineer

Rachel T. Finch P.E.  
Senior Engineer

Attachments: General Terms and Conditions