RUSSELL CITY COUNCIL MEETING
CITY HALL - 133 W. 8TH STREET - RUSSELL, KANSAS
Date: TUESDAY, MARCH 5, 2024 – Time: 4:30 PM

If you cannot attend in person, you can watch the live-streamed event at http://www.russellcity.org/274/GoTo-Meeting.

1. CALL TO ORDER

2. INVOCATION/PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS I

Members of the public are welcome to use this time to make comments about City matters. (A maximum of five minutes)

5. PRESENTATIONS AND PUBLIC HEARINGS

a. City Council Youth Representative

b. Water Source, Production, and Conservation Recommendation
US Drought Monitor Released February 27, 2024
NOAA 3 Month Precipitation Outlook March - May 2024
NOAA 3 Month Temperature Outlook March-May 2024

6. CONSENT AGENDA

a. Consent Agenda Items
February 20, 2024 City Council Meeting Minutes

7. UNFINISHED BUSINESS

a. Resolution to Submit to the Qualified Electors of the City of Russell, the Proposition of Levying a Retailers Sales Tax for the Purpose of Funding Water Projects
Resolution Authorizing and Providing for the Submitting to Qualified Electors the Proposition of Levying a Retailers Sales Tax for the Purpose of Paying the Cost of Water Utility Infrastructure Improvements

b. Medicaid Expansion
02-24 Declaring City of Russell, KS Support Medicaid Expansion in the State of Kansas
Senate Bill 355
House Bill 2556

8. NEW BUSINESS

a. Consider Bids for Well Rehabilitation

2024 Well Rehab Downey Drilling
Layne Christensen Bid Packet Pfeifer Wellfield Rehabilitation 2024

b. Deines Cultural Center Elevator Repair
TKE Repair Estimate
Kone Repair Estimate

c. Assistance to Firefighters Grant Application
DHS Notice of Funding Opportunity

d. Annual Community Clean-Up Day
Russell Community Clean-up Day Historical Data

9. DEPARTMENT REPORTS

a. Board Meeting Minutes of City Appointed Boards
Russell Housing Authority Draft Meeting Minutes February 21, 2024
Library Board Approved Minutes January 22, 2024
Russell Recreation Commission Draft Meeting Minutes February 29, 2024

b. City Projects Tracking and Grant Funds Awarded
City Project Tracking as of February 29, 2024
Grants Received as of February 29, 2024

10. PUBLIC COMMENTS II

Members of the public are welcome to use this time to make comments about City matters. (A maximum of five minutes)

11. EXECUTIVE SESSION

12. GOVERNING BODY/CITY MANAGER COMMENTS

13. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Russell will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk, at 785.483.6311 a minimum of 48 hours prior to the meeting. If you cannot attend in person, you can watch the live-streamed event at http://www.russellcity.org/274/GoTo-Meeting.

CITY COUNCIL AGENDA FORM

Meeting Date: March 5, 2024

Agenda Item Title: City Council Youth Representative

Department: City Manager

Presenter: Kayla Schneider

Background:

City Staff has developed a partnership with Russell High School's JAG-K program in an effort to promote work force development and engage local youth. City staff and JAG-K would like to see this partnership expand to include a City Council Youth Representative.

The inclusion of a youth representative for City Council accomplishes several goals:

- Encourages civic engagement
- Develops relationships between student and City leaders
- Provides an opportunity to obtain youth perspective on a broad range of community issues
- Develops future civic leaders

If Council is interested in the development of a program to support a City Council Youth Representative, staff will continue to work with JAG-K on program specifics in hopes of a September 2024 program start date.

Funding Source: N/A

City Attorney Review/Comment: N/A

Options: For Discussion Purposes Only

Staff Recommendations: For Discussion Purposes Only

Attachments:

CITY COUNCIL AGENDA FORM

Meeting Date:	March 5, 2024
Agenda Item Title:	Water Source, Production, and Conservation Recommendation
Department:	Water
Presenter:	Randy Baker

Background:	Staff will update Council on current water demand, production, capability, source status, and project status.
Funding Source:	N/A
City Attorney Review/Comment:	N/A
Options:	For information, discussion and possible action
Staff Recommendations:	For information, discussion and possible action

Attachments:
US Drought Monitor Released February 27, 2024
NOAA 3 Month Precipitation Outlook March - May 2024
NOAA 3 Month Temperature Outlook March-May 2024

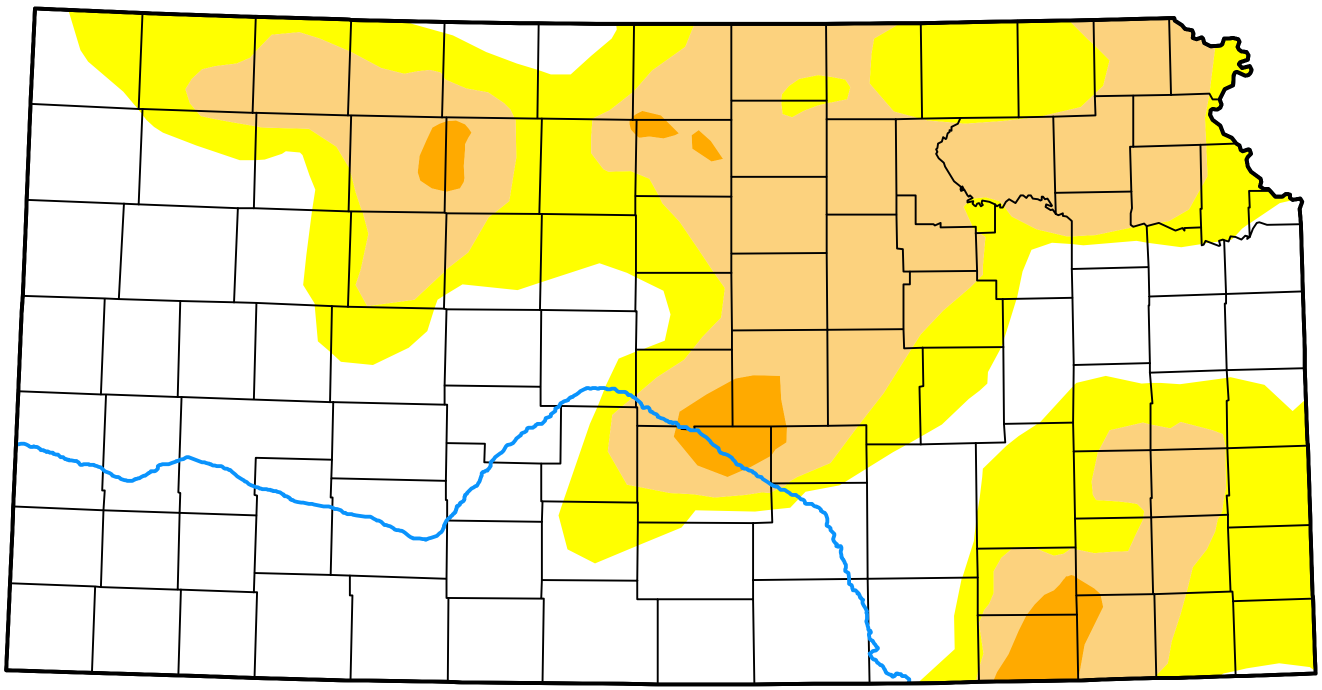
U.S. Drought Monitor

Kansas

February 27, 2024

(Released Thursday, Feb. 29, 2024)

Valid 7 a.m. EST



Intensity:

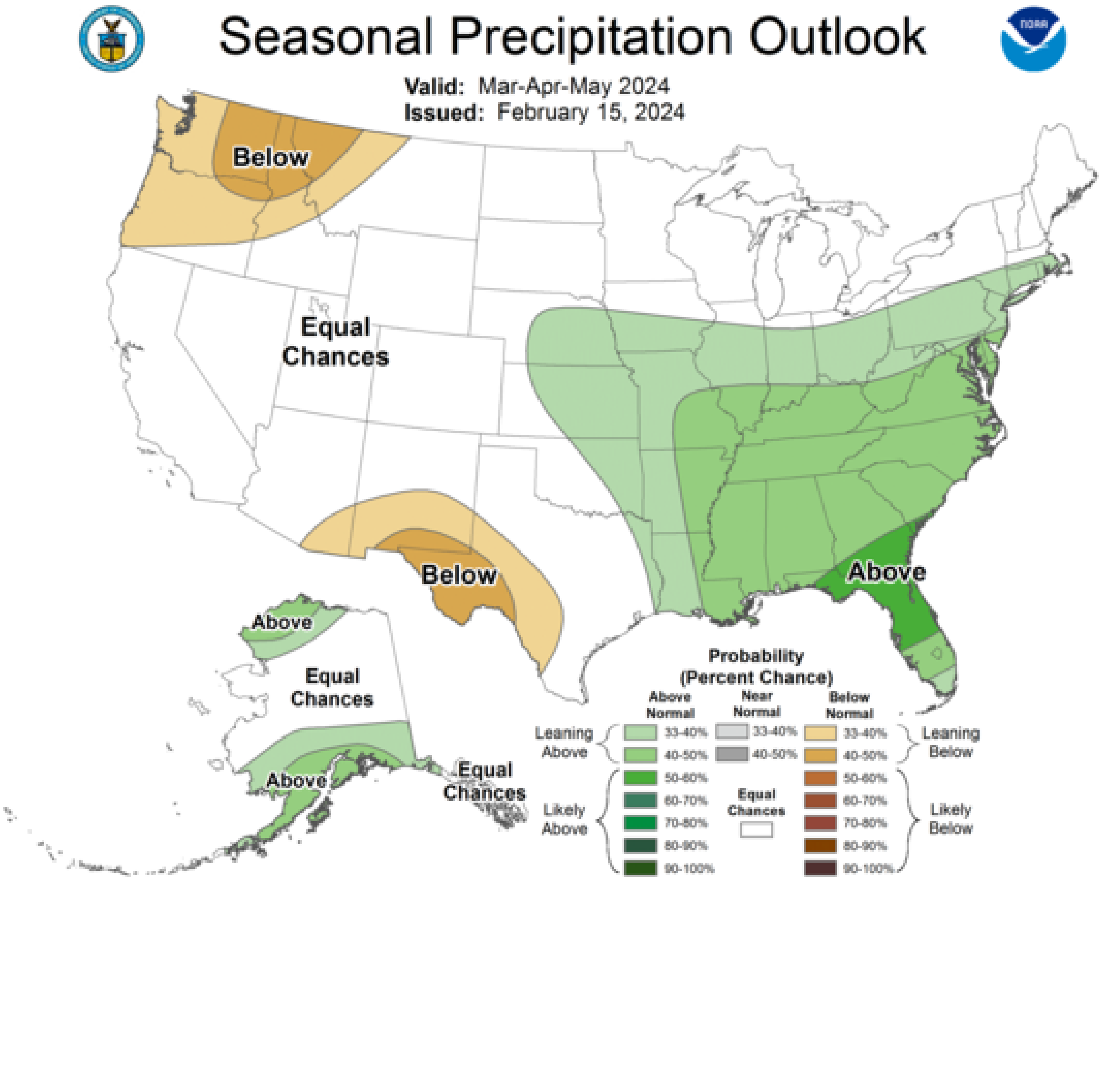
	None
	D0 Abnormally Dry
	D1 Moderate Drought
	D2 Severe Drought
	D3 Extreme Drought
	D4 Exceptional Drought

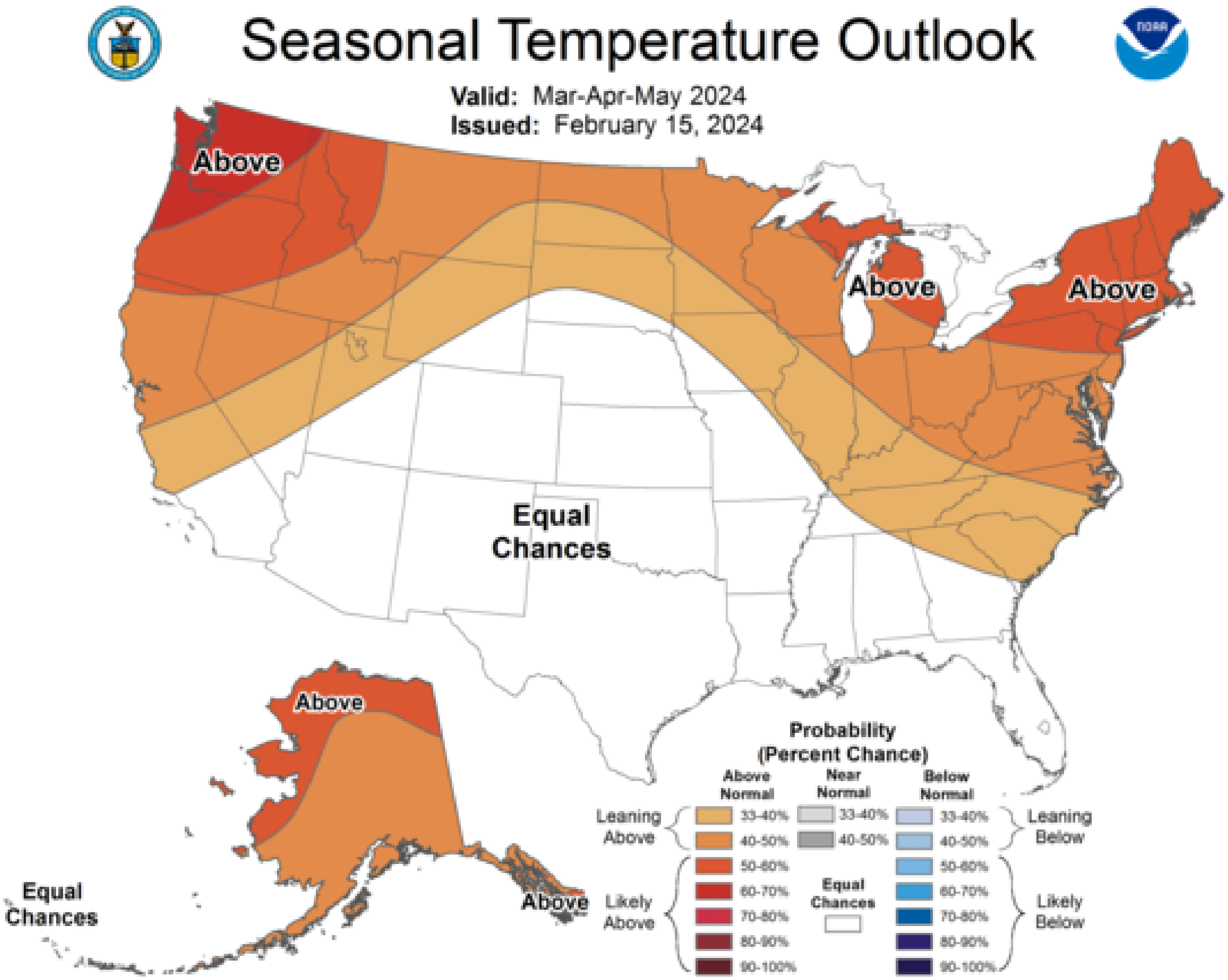
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Richard Heim
NCEI/NOAA

droughtmonitor.unl.edu


Seasonal Precipitation Outlook
Valid: Mar-Apr-May 2024
Issued: February 15, 2024
Below
Equal Chances
Below
Above
Above
Equal Chances
Above
Equal Chances
Probability (Percent Chance)
Above Normal
Near Normal
Below Normal
Leaning Above
Leaning Below
Likely Above
Likely Below
33-40%
40-50%
50-60%
60-70%
70-80%
80-90%
90-100%
Equal Chances



Seasonal Temperature Outlook
Valid: Mar-Apr-May 2024
Issued: February 15, 2024
Above
Above
Above
Equal Chances
Above
Equal Chances
Above
Probability (Percent Chance)
Above Normal
Near Normal
Below Normal
Leaning Above
33-40%
40-50%
33-40%
40-50%
33-40%
40-50%
Leaning Below
Likely Above
50-60%
60-70%
70-80%
80-90%
90-100%
Equal Chances
50-60%
60-70%
70-80%
80-90%
90-100%
Likely Below

CITY COUNCIL AGENDA FORM

Meeting Date:	March 5, 2024
Agenda Item Title:	Consent Agenda Items
Department:	City Clerk
Presenter:	Ashley Mai

Background:	Items to approve: 1. February 20, 2024 Council Meeting Minutes
Funding Source:	N/A
City Attorney Review/Comment:	N/A
Options:	1. Approve the consent agenda as presented. 2. Take no action.
Staff Recommendations:	Approve the consent agenda as presented.

Attachments:
February 20, 2024 City Council Meeting Minutes

Tuesday, February 20, 2024

Russell City Council Meeting - Minutes
City Hall
Russell, KS

Present: Mayor Jim Cross, Councilmember Blaine Stoppel, Councilmember Dustin Madden, Councilmember Lonnie Whitten, Councilmember Andrea Garland, Councilmember Lisa Anstaett, Councilmember Brad Wagner.

Councilmember Luke Brandenburg arrived at 4:47 p.m.

Absent: Councilmember Michelle Wagner Schneider

1. CALL TO ORDER

Mayor Jim Cross called the meeting to order at 4:30 p.m. with the following staff members in attendance: City Manager Jon Quinday, Deputy City Manager Kayla Schneider, City Attorney Ken Cole, City Clerk Ashley Mai, Public Works Director Rich Krause, Water Utility Director Randy Baker, Electric Utility Director Dave Sturgeon, Police Chief Jordan Harrison, Fire Chief Dylan Riedel, Treasurer Shayla Peck, Building Official Roger Sells, Building Inspector Garrett Berry.

911 Director Alese Hageman attended remotely.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Jim Cross led the Pledge of Allegiance

3. APPROVAL OF AGENDA

Councilmember Dustin Madden made a motion to amend the agenda to add Item 8d under New Business - Approval of Authorized Signers for Sunflower Bank Account. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

4. PUBLIC COMMENTS I

Jason Ney of Rural Russell, KS requested the Sales Tax discussion be tabled for 30 days to allow for the City, County, and School District to discuss community needs.

5. PRESENTATIONS AND PUBLIC HEARINGS

5.a Community Impact Award Presentation

Mayor Cross and KRSL General Manager Mike McKenna recognized Janae Talbott, January 2024 Community Impact Winner.

5.b Water Source, Production, and Conservation Recommendation

Water Utility Director Randy Baker provided a water source status and project updates.

6. CONSENT AGENDA

6.a Consent Agenda Items

Councilmember Dustin Madden made a motion to approve the consent agenda. Items approved: 1. February 6, 2024, Council Meeting Minutes 2. Appropriation Ordinance A-02-24 3. January 2024 Financials 4. Contractor Licenses 5. Donation to Ruppenthal Middle School Graduating Class - 64 one-day pool passes. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

7. UNFINISHED BUSINESS

7.a Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2024-A

Councilmember Brad Wagner made a motion to approve the Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2024-A; Authorizing Certain Other Documents and Actions in Connection Therewith; and Making Certain Covenants with Respect Thereto. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

7.b Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2024-A Previously Authorized by Ordinance.

Councilmember Dustin Madden made a motion to approve the Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2024-A, Previously Authorized by Ordinance. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

7.c Change Order #1 West Wichita Ave. Mill and Overlay Asphalt & Concrete Repairs Project

Councilmember Blaine Stoppel made a motion to approve Change Order #1, decreasing the original contract price by $29,481.20 and authorize the Mayor to sign the required documents. Councilmember Lonnie Whitten seconded. The motion carried unanimously.

7.d CDBG Grant 22-PF-011 - West Wichita Mill & Overlay Draw Down #3 & #4

Councilmember Blaine Stoppel made a motion to approve Draw Down #3 & #4 in the amounts of $200,000 & $76,500, respectively for CDBG Grant 22-PF-011 - West Wichita Mill & Overlay. Councilmember Dustin Madden seconded. The motion carried unanimously.

8. NEW BUSINESS

8.a Golf Course Irrigation Pump Purchase

Councilmember Dustin Madden made a motion to Approve the bid of $18,750.00 from Fluid Equipment. Councilmember Blaine Stoppel seconded.

8.b Resolution to Submit to the Qualified Electors of the City of Russell, the Proposition of Levying a one-cent (1.0%) Retailers Sales Tax for the Purpose of Funding Water Projects

No Action Taken

8.c 2024 Councilmember Election

City Clerk Ashley Mai reminded the council of the 12:00 p.m. on June 3, 2024, filing deadline for the City of Russell Councilmember positions up for election.

8.d Approval of Authorized Signers for Sunflower Bank Account

Councilmember Luke Brandenburg made a motion to authorize Jon Quinday, Kayla Schneider, and Ashley Mai as authorized signers and Shayla Peck as authorized access to the city's Sunflower Bank account and authorize the Mayor and City Clerk to execute any necessary documentation required by Sunflower Bank. Councilmember Lonnie Whitten seconded. The motion carried unanimously.

9. DEPARTMENT REPORTS

9.a Department Monthly Activity Reports

Deputy City Manager Kayla Schneider an update on the Economic Development Board.

10. PUBLIC COMMENTS II

None

11. EXECUTIVE SESSION

11.a Discussion of Non-Elected Personnel

Councilmember Dustin Madden made a motion to recess the city council recess into executive session to include the City Manager, to discuss an individual employee pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the city council chamber at 5:57 p.m. Councilmember Lonnie Whitten seconded. The motion carried unanimously.

The meeting resumed at 5:57 p.m. with no action taken.

12. GOVERNING BODY/CITY MANAGER COMMENTS

13. ADJOURNMENT

Councilmember Dustin Madden made a motion to adjourn the meeting at 6:01 p.m. Councilmember Luke Brandenburg seconded. The motion carried unanimously.

____

Ashley Mai, City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date:	March 5, 2024
Agenda Item Title:	Resolution to Submit to the Qualified Electors of the City of Russell, the Proposition of Levying a Retailers Sales Tax for the Purpose of Funding Water Projects
Department:	City Manager
Presenter:	Jon Quinday

Background:

KSA 12-187 et seq., authorizes the governing body of the City of Russell to submit to the qualified electors of the City the question of levying a retailers' sales tax in the City and pledging the revenue received from the tax to certain purposes. Council directed staff to prepare an ordinance placing the question of a retailers sales tax on the general election ballot in November for the purpose of funding water projects. Specifically, payment of costs for future water infrastructure projects including but not limited to 1) engineering, design, equipping, repairing, replacing, and constructing water utility infrastructure, 2) payment of principal and interest of loans and/or bond issues for construction, repair and replacement of water utility infrastructure.

After discussion at the February 20, 2024 meeting, a motion to table this item to the next council meeting was made, seconded, and passed. The city attorney has drafted the attached resolution which authorizes and provides for the submitting to the qualified electors of the City of Russell the proposition of levying a retailers' sales tax (amount to be determined by the governing body) in the city, for the purpose of paying the cost of infrastructure improvements to the municipal water utility system. If approved, a special question election shall be held in conjunction with the general election on November 5, 2024. If approved by a majority of the electors voting, the collection of the sales tax would commence on April 1, 2025.

Funding Source: Retailers Sales Tax

City Attorney Review/Comment: 02/14/2024

Options:

1. Approve the Resolution Authorizing and Providing for the Submitting to the Qualified Electors of the City of Russell, the Proposition of Levying a Retailers' Sales Tax in the City for the Purpose of Paying the Cost of Infrastructure Improvements to the Municipal Water System

2. Provide staff with alternate direction

3. Take no action

Staff Recommendations: Approve the Resolution Authorizing and Providing for the Submitting to the Qualified Electors of the City of Russell, the Proposition of Levying a Retailers' Sales Tax in the City for the Purpose of Paying the Cost of Infrastructure Improvements to the Municipal Water System

Attachments:
Resolution Authorizing and Providing for the Submitting to Qualified Electors the Proposition of Levying a Retailers Sales Tax for the Purpose of Paying the Cost of Water Utility Infrastructure Improvements

(Published in the Russell County News _______________, 2024)1t

RESOLUTION NO. _______-24

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF RUSSELL, KANSAS THE PROPOSITION OF LEVYING A _______ PERCENT (____%) RETAILERS' SALES TAX IN THE CITY, FOR THE PURPOSE OF PAYING THE COST OF WATER SOURCE DEVELOPMENT AND INFRASTRUCTURE CONSTRUCTION AND IMPROVEMENTS TO THE MUNICIPAL WATER UTILITY SYSTEM

WHEREAS, K.S.A. 12-187, et seq, and amendments thereto (the "Act"), authorizes the Governing Body of the City of Russell, Kansas, to submit to the qualified electors of the City the question of levying of a retailers' sales tax to be collected by the State Department of Revenue with revenue therefrom returned to this City; and

WHEREAS, the Governing Body has determined that additional revenue is needed to provide funds for the development of additional water sources, infrastructure construction and improvements to the city's water utility system; and

WHEREAS, in order to pay such costs, the Governing Body hereby deems it advisable to impose a _____ percent (____%) retailers' sales tax, provided that the imposition of this Sales Tax is approved by a majority of the electors of the City voting at the November 5, 2024 election where such question is submitted to such electors;

WHEREAS, this Special Purpose Sales Tax, if approved by the electors, shall be used for the purposes listed in Section Two below and shall commence and terminate in accordance with the provisions of this Resolution hereinafter set forth; and

WHEREAS, if approved, the Sales Tax will constitute a sales tax imposed for special purposes, as said term is used in K.S.A. 12-189, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RUSSELL, KANSAS:

SECTION ONE: The recitals set forth above are incorporated herein by reference as if fully set forth. Collection of this General Sales Tax, if approved by the electors of the City, shall begin on April 1, 2025, or as soon thereafter as permitted by the Act, and shall terminate after ten (10) years from said date. All proceeds of this General Sales Tax shall be applied for the purpose set forth herein.

SECTION TWO. It is hereby authorized, ordered and directed that, pursuant to the Act, a special question election shall be held and is hereby called by the Governing Body of the City, in the manner prescribed by law, to be held in conjunction with the general election on November 5, 2024, at which time there shall be submitted to the qualified electors of the City the following proposition:

Shall the following be adopted?

> Shall the City of Russell, Kansas, pursuant to K.S.A. 12-187, et seq, be authorized to levy a _____ percent (____%) citywide retailers' sales tax (the "Sales Tax"), the proceeds of which shall be used for the following purposes:

1. Payment of bonds issued for development of new municipal water sources and for the construction, repair and replacement of water utility infrastructure; and
2. Payment of loans obtained for the development of new municipal water sources and for the construction, repair and replacement of water utility infrastructure; and
3. Payment of costs for the development of new municipal water sources and for future city water infrastructure projects including but not limited to engineering, design, equipping, repairing, replacing, and constructing water utility infrastructure.

The collection of the Sales Tax to commence on April 1, 2025, or as soon thereafter as permitted by law, and to terminate ten (10) years from said date; if approved.

SECTION THREE. If approved by a majority of the electors voting thereon, such tax shall be subject to all applicable state laws and administrative rules and regulations of the Kansas Department of Revenue. The services of the Kansas Department of Revenue shall be utilized to administer, enforce and collect such tax.

SECTION FOUR. If this Sales Tax is approved by a majority of the electors voting thereon, the City is hereby authorized to use the sales tax for the following purposes:

1. Payment of bonds issued for development of new municipal water sources and for the construction, repair and replacement of water utility infrastructure; and
2. Payment of loans obtained for the development of new municipal water sources and for the construction, repair and replacement of water utility infrastructure; and
3. Payment of costs for the development of new municipal water sources and for future city water infrastructure projects including but not limited to engineering, design, equipping, repairing, replacing, and constructing water utility infrastructure.

SECTION FIVE. The City Clerk and the County Clerk of Russell County shall give notice of the special question election as provided by law by publishing a Notice of Special Question Election in substantially the form attached hereto as Exhibit A.

Adopted by the Governing Body of the City of Russell, Kansas, this ______ day of _____________, 2024.

CITY OF RUSSELL, KANSAS

By: ____________________________________
Jim Cross, Mayor

ATTEST:

____
Ashley Mai, City Clerk

(Seal)

EXHIBIT A

(Published in the Russell County News on ____________, 2024)2t

NOTICE OF SPECIAL QUESTION ELECTION
THE CITY OF RUSSELL, KANSAS

Notice is hereby given to the qualified electors of the City of Russell, Kansas (the “City”) that a special question election has been called and will be held on November 5, 2024, for the purpose of submitting to the qualified electors of the City the following proposition:

Shall the following be adopted?

> Shall the City of Russell, Kansas, pursuant to K.S.A. 12-187, et seq, be authorized to levy a ____ percent (___%) citywide retailers’ sales tax (the “Sales Tax”), the proceeds of which shall be used for the following purposes:
>
> 1. Payment of bonds issued for development of new municipal water sources and for the construction, repair and replacement of water utility infrastructure; and
> 2. Payment of loans obtained for the development of new municipal water sources and for the construction, repair and replacement of water utility infrastructure; and
> 3. Payment of costs for the development of new municipal water sources and for future city water infrastructure projects including but not limited to engineering, design, equipping, repairing, replacing, and constructing water utility infrastructure.

The collection of the sale tax to commence on April 1, 2025, or as soon thereafter as permitted by law, and to terminate ten (10) years from said date if approved.

IT IS IMPORTANT FOR EACH QUALIFIED VOTER TO NOTE THAT YOUR BALLOT CANNOT BE COUNTED UNLESS YOU TAKE THE APPROPRIATE STEPS:

To vote in favor of any question submitted on this ballot, completely darken the oval to the left of the word “YES” on the paper ballot. To vote against it, completely darken the oval to the left of the word “NO” on the paper ballot.

⬭ YES

⬭ NO

The election will be conducted by the officers and/or persons provided by law for holding elections, and the method of voting will be by ballot. Registered voters are eligible to vote by advance voting ballot upon application to the County Clerk of Russell County, Kansas, as set forth in K.S.A. 25-1117 et seq.

CITY COUNCIL AGENDA FORM

Meeting Date: March 5, 2024

Agenda Item Title: Medicaid Expansion

Department: City Manager

Presenter: Jon Quinday

Background:

The expansion of Medicaid, known as KanCare in Kansas, is currently under consideration in the state legislature. The House version, HB 2556, is slated for discussion in the House Committee on Health and Human Services, while the Senate version, SB 355, is expected to be reviewed jointly in the Senate Ways and Means and Senate Public Health and Welfare committees.

In January, the governing body approved Resolution 02-24 Urging the Kansas Legislature to Expand Medicare in Kansas, noting that the United States Supreme Court has ruled that Medicaid expansion under the Affordable Care Act is optional for states. In Russell County, Kansas, KanCare expansion could extend healthcare coverage to approximately 167 residents, significantly reducing the uninsured population. This expansion is projected to generate $1,436,868 in annual healthcare spending in Russell, create $2,704,880 in new hospital revenue over the next decade, and create 56 new jobs.

The delayed expansion has led to Russell Regional Hospital losing $364,410 in revenue annually. Insured individuals are more likely to access necessary mental and physical health care, enabling them to contribute to the workforce and care for their families.

Under federal law, states are responsible for ten percent of the expansion costs, with the federal government covering ninety percent. Additionally, the expansion is expected to yield savings in mental health and medical services provided within the criminal justice system.

Kansas's neighboring states have already implemented Medicaid expansion, placing Kansas at an economic, workforce, and humanitarian disadvantage.

Staff will discuss with the Council whether to submit written testimony to HB 2556 and SB 355.

Funding Source:	N/A
City Attorney Review/Comment:	N/A
Options:	Review HB 2556 and SB 355 then direct staff whether to prepare written testimony for either bill.
Staff Recommendations:	Review HB 2556 and SB 355 then direct staff whether to prepare written testimony for either bill.

Attachments:
02-24 Declaring City of Russell, KS Support Medicaid Expansion in the State of Kansas
Senate Bill 355
House Bill 2556

RESOLUTION NO. 02-24

A RESOLUTION DECLARING THE CITY OF RUSSELL, KANSAS, SUPPORT OF MEDICAID EXPANSION IN THE STATE OF KANSAS

WHEREAS, the United States Supreme Court rules the expansion of Medicaid, known as KanCare in the State of Kansas, is optional for states under the Affordable Care Act; and

WHEREAS, KanCare expansion would provide health care coverage for an estimated 167 Russell County residents, significantly reducing the number of uninsured individuals in the State, the County, and the City; and

WHEREAS, KanCare expansion would result in $1,436,868 in annual healthcare spending in Russell; and

WHEREAS, KanCare expansion would create $2,704,880 in new hospital revenue in Russell over the next decade; and

WHEREAS, KanCare expansion would create 56 new jobs in Russell; and

WHEREAS, Russell Regional Hospital forgoes $ 364,410 in revenue each year as a result of the KanCare expansion being delayed; and

WHEREAS, insured individuals are more likely to get the mental and physical health care they need to join the workforce, care for their families, and be productive citizens and

WHEREAS, under federal law, states pay ten percent of the cost of covering the expansion while the federal government pays ninety percent of the cost; and

WHEREAS, the cost of the expansion would be further offset by savings in the provision of mental health services and medical services delivered in the criminal justice system; and

WHEREAS, all states surrounding Kansas have implemented expansion, putting Kansas at an economic, workforce, and humanitarian disadvantage.

NOW, THEREFORE, BE IT RESOLVED: The Governing Body of the City of Russell, Kansas, declares its support of KanCare expansion in the State of Kansas.

PASSED AND ADOPTED by the Governing Body of the City of Russell, Kansas this 2nd day of January 2024.

Jim A. Cross, Mayor

ATTEST:

Ashley Mai, City Clerk

CITY OF RUSSELL, RUSSELL COUNTY
STATE OF KANSAS

SENATE BILL No. 355

By Committee on Ways and Means

1-17

AN ACT concerning health and healthcare; relating to health insurance coverage; expanding medical assistance eligibility; enacting the cutting healthcare costs for all Kansans act; directing the department of health and environment to study certain medicaid expansion topics; adding meeting days to the Robert G. (Bob) Bethell joint committee on home and community based services and KanCare oversight to monitor implementation of expanded medical assistance eligibility; amending K.S.A. 39-7,160, 40-3213, 65-6207, 65-6210, 65-6211, 65-6212 and 65-6217 and K.S.A. 2023 Supp. 65-6208, 65-6209 and 65-6218 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. (a) Sections 1 through 13, and amendments thereto, shall be known and may be cited as the cutting healthcare costs for all Kansans act.

(b) The legislature expressly consents to expand eligibility for receipt of benefits under the Kansas program of medical assistance, as required by K.S.A. 39-709(e)(2), and amendments thereto, by the passage and enactment of the act, subject to all requirements and limitations established in the act.

(c) The secretary of health and environment shall adopt rules and regulations as necessary to implement and administer the act.

(d) As used in sections 1 through 13, and amendments thereto, unless otherwise specified:

(1) "138% of the federal poverty level," or words of like effect, includes a 5% income disregard permitted under the federal patient protection and affordable care act.

(2) "Act" means the cutting healthcare costs for all Kansans act.

New Sec. 2. (a) The secretary of health and environment shall submit to the United States centers for medicare and medicaid services any state plan amendment, waiver request or other approval request necessary to implement the act. At least 10 calendar days prior to submission of any such approval request to the United States centers for medicare and medicaid services, the secretary of health and environment shall submit such approval request application to the state finance council.

(b) For purposes of eligibility determinations under the Kansas program of medical assistance on and after January 1, 2025, medical assistance shall be granted to any adult under 65 years of age who is not pregnant and whose income meets the limitation established in subsection (c), as permitted under the provisions of 42 U.S.C. § 1396a, as it exists on the effective date of the act, and subject to a 90% federal medical assistance percentage and all requirements and limitations established in the act.

(c) The secretary of health and environment shall submit to the United States centers for medicare and medicaid services any approval request necessary to provide medical assistance eligibility to individuals described in subsection (b) whose modified adjusted gross income does not exceed 138% of the federal poverty level.

New Sec. 3. (a) The secretary of health and environment shall require each applicant for coverage under the act to provide employment verification at the time of initial application or renewal application. Such verification shall be a prerequisite for coverage under the act.

(b) "Employment verification" means documentation demonstrating employment during the preceding 12 months that meets the eligibility requirements of the act. "Employment verification" includes, but is not limited to:

(1) Federal form W-2 wage and tax statement;

(2) a pay stub demonstrating gross income;

(3) employment records;

(4) federal form 1099 demonstrating payments for contract labor;

(5) compliance with the requirements of K.S.A. 39-709(b), and amendments thereto; and

(6) any other documentation as determined by the secretary of health and environment.

(c) The following individuals shall be exempt from the requirements of this subsection:

(1) A full-time student enrolled in a postsecondary educational institution or technical college, as defined by K.S.A. 74-3201b, and amendments thereto, for each year the student is enrolled in such educational setting;

(2) a parent or guardian of a dependent child under 18 years of age or a parent or guardian of an incapacitated adult;

(3) an individual who is mentally or physically unfit for employment, as defined by the secretary of health and environment, or has a pending application for supplemental security income or social security disability insurance;

(4) an individual who has a permanent partial disability, as such term is used in K.S.A. 44-510e, and amendments thereto;

(5) an individual who is engaged in volunteer work for at least 20

hours per week at a nonprofit organization, as such term is defined in K.S.A. 17-1779, and amendments thereto;

(6) an individual experiencing homelessness, as such term is defined in 42 U.S.C. 11302, as in effect on the effective date of this act;

(7) an individual who served in the active military, naval, air or space service and was discharged or released from such military service under conditions other than dishonorable;

(8) an individual who is not more than 22 years of age and in the custody of the secretary of children and families on the date that the individual reached 18 years of age; and

(9) any individual who the secretary determines is experiencing hardship.

New Sec. 4. (a) The secretary of health and environment may establish a health insurance coverage premium assistance program for individuals who meet the following requirements:

(1) The individual has an annual income that is 100% or greater than, but does not exceed 138% of, the federal poverty level, based on the modified adjusted gross income provisions set forth in section 2001(a)(1) of the federal patient protection and affordable care act; and

(2) the individual is eligible for health insurance coverage through an employer but cannot afford the health insurance coverage premiums, as determined by the secretary of health and environment.

(b) A program established under this section shall:

(1) Contain eligibility requirements that are the same as in sections 2 and 3, and amendments thereto; and

(2) provide that an individual's payment for a health insurance coverage premium may not exceed 2% of the individual's modified adjusted gross income, not to exceed 2% of the household's modified adjusted gross income in the aggregate with any premium charged to any other household member participating in the premium assistance program.

New Sec. 5. (a) Except to the extent prohibited by 42 U.S.C. § 1396u-2(a)(2), as it exists on the effective date of this act, the secretary of health and environment shall administer medical assistance benefits using a managed care delivery system using organizations subject to assessment of the privilege fee under K.S.A. 40-3213, and amendments thereto. If the United States centers for medicare and medicaid services determines that the assessment of a privilege fee provided in K.S.A. 40-3213, and amendments thereto, is unlawful or otherwise invalid, then the secretary of health and environment shall administer state medicaid services using a managed care delivery system.

(b) In awarding a contract for an entity to administer state medicaid services using a managed care delivery system, the secretary of health and environment shall:

(1) Not provide favorable or unfavorable treatment in awarding a contract based on an entity's for-profit or not-for-profit tax status;

(2) give preference in awarding a contract to an entity that provides health insurance coverage plans on the health benefit exchange in Kansas established under the federal patient protection and affordable care act; and

(3) require that any entity administering state medicaid services provide tiered benefit plans with enhanced benefits for covered individuals who demonstrate healthy behaviors, as determined by the secretary of health and environment, to be implemented on or before July 1, 2026.

New Sec. 6. If the federal medical assistance percentage for coverage of medical assistance participants described in section 1902(a)(10)(A)(i)(VIII) of the federal social security act, 42 U.S.C. § 1396a, as it exists on the effective date of this act, becomes lower than 90%, then the secretary of health and environment shall terminate coverage under the act over a 12-month period, beginning on the first day that the federal medical assistance percentage becomes lower than 90%. No individual shall be newly enrolled for coverage under the act after such date.

New Sec. 7. (a) Section 6, and amendments thereto, shall be nonseverable from the remainder of the act. If the provisions of section 6, and amendments thereto, are not approved by the United States centers for medicare and medicaid services, then the act shall be null and void and shall have no force and effect.

(b) A denial of federal approval or federal financial participation that applies to any provision of the act not enumerated in subsection (a) shall not prohibit the secretary of health and environment from implementing any other provision of the act.

New Sec. 8. (a) On or before January 10, 2026, and on or before the first day of the regular session of the legislature each year thereafter, the secretary of health and environment shall prepare and deliver a report to the legislature that summarizes the cost savings achieved by the state from the movement of covered individuals from the KanCare program to coverage under the act, including, but not limited to, the MediKan program, the medically needy spend-down program and the breast and cervical cancer program.

(b) State cost savings shall be determined by calculating the cost of providing services to covered individuals in the KanCare program less the cost of services provided to covered individuals under the act.

(c) If the secretary of health and environment implements other initiatives using cost savings achieved through the implementation of the act, the secretary shall include such initiatives as part of the report required in subsection (a).

New Sec. 9. (a) The secretary of corrections and the secretary of health and environment shall coordinate with a county sheriff or such sheriff's deputy who requests assistance in facilitating medicaid coverage for any individual committed to a county jail or correctional facility during any time period that such individual is eligible for coverage under state or federal law.

(b) If an individual is enrolled in medicaid when such individual is committed to a county jail or correctional facility, such medicaid status shall not be suspended or terminated based on such individual's incarceration for a minimum of 30 days. After 30 days, medicaid coverage may be suspended, but not terminated, up to the maximum amount of time permitted by state and federal law.

(c) The secretary of health and environment shall coordinate with a county sheriff or such sheriff's deputy and the department of corrections to assist any individual who is committed to a county jail or correctional facility in applying for medicaid coverage prior to such individual's release from custody if such individual is likely to meet the requirements for medicaid coverage to allow adequate time for medicaid coverage to begin promptly upon release.

(d) The secretary of health and environment shall adopt any rules and regulations and supporting policies and procedures as necessary to implement and administer this section prior to January 1, 2025.

New Sec. 10. On or before February 15, 2026, and on or before February 15 of each year thereafter, the secretary of health and environment shall present a report to the house of representatives standing committee on appropriations and the senate standing committee on ways and means that summarizes the costs of the act and the cost savings and additional revenues generated during the preceding fiscal year.

New Sec. 11. (a) The department of health and environment shall remit all moneys received by the department of health and environment from drug rebates associated with medical assistance enrollees to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount into the state treasury to the credit of the state general fund.

(b) The department of health and environment shall certify the amount of moneys received by such agency from drug rebates associated with medical assistance enrollees on a monthly basis and shall transmit each such certification to the director of legislative research and the director of the budget.

(c) Upon receipt of each such certification, the director of legislative research and the director of the budget shall include such certified amount on any monthly report prepared by the legislative research department or the division of the budget that details state general fund receipts as a separate item entitled "drug rebates" under a category of other revenue sources.

(d) This section shall take effect and be in force on and after July 1, 2025.

New Sec. 12. (a) There is hereby established the rural health advisory committee.

(b) The rural health advisory committee shall consist of 15 members appointed by the governor. The membership shall be comprised of individuals with a variety of backgrounds including medicine, education, farming, finance, business and individuals representing community interests in rural Kansas.

(c) The governor shall designate one of the appointed members to be chairperson of the committee. The members of the advisory committee shall select a vice chairperson from the membership of the advisory committee.

(d) Upon first appointment, five of the members shall serve for a term of one year, five of the members shall be appointed for a term of two years and five of the members shall be appointed for term of three years, as designated by the governor. The member designated as chairperson shall serve for a term of three years. Subsequent appointees shall serve terms of three years.

(e) (1) The advisory committee may meet at any time and at any place within the state on the call of the chairperson. The advisory committee shall meet regularly, but shall meet at least once every calendar quarter.

(2) A quorum of the advisory committee shall be eight voting members. All actions of the advisory committee shall be adopted by a majority of those voting members present when there is a quorum.

(f) The advisory committee shall:

(1) Advise the governor and other state agencies on rural health issues;

(2) recommend and evaluate mechanisms to encourage greater cooperation between rural communities and rural health providers;

(3) recommend and evaluate approaches to rural health issues that are sensitive to the needs of local communities;

(4) develop methods to identify individuals who are underserved by the Kansas rural healthcare system; and

(5) beginning in 2025, provide an annual report to the governor containing the advice, recommendations and conclusions of the advisory committee.

(g) The secretary of health and environment shall facilitate the work of the committee by providing access to meeting space and other necessary staff and office support. The secretary of health and environment may adopt any rules and regulations and supporting policies and procedures that are necessary to support the work of the advisory committee.

New Sec. 13. The cutting healthcare costs for all Kansans act shall not provide coverage for abortion services, except in cases where coverage is mandated by federal law and federal financial participation is available.

Sec. 14. K.S.A. 39-7,160 is hereby amended to read as follows: 39-7,160. (a) There is hereby established the Robert G. (Bob) Bethell joint committee on home and community based services and KanCare oversight. The joint committee shall review the number of individuals who are transferred from state or private institutions and long-term care facilities to the home and community based services and the associated cost savings and other outcomes of the money-follows-the-person program. The joint committee shall review the funding targets recommended by the interim report submitted for the 2007 legislature by the joint committee on legislative budget and use them as guidelines for future funding planning and policy making. The joint committee shall have oversight of savings resulting from the transfer of individuals from state or private institutions to home and community based services. As used in K.S.A. 39-7,159 through 39-7,162, and amendments thereto, "savings" means the difference between the average cost of providing services for individuals in an institutional setting and the cost of providing services in a home and community based setting. The joint committee shall study and determine the effectiveness of the program and cost-analysis of the state institutions or long-term care facilities based on the success of the transfer of individuals to home and community based services. The joint committee shall consider the issues of whether sufficient funding is provided for enhancement of wages and benefits of direct individual care workers and their staff training and whether adequate progress is being made to transfer individuals from the institutions and to move them from the waiver waiting lists to receive home and community based services. The joint committee shall review and ensure that any proceeds resulting from the successful transfer be applied to the system of provision of services for long-term care and home and community based services. The joint committee shall monitor and study the implementation and operations of the home and community based service programs, the children's health insurance program, the program for the all-inclusive care of the elderly and the state medicaid programs including, but not limited to, access to and quality of services provided and any financial information and budgetary issues. Any state agency shall provide data and information on KanCare programs, including, but not limited to, pay for performance measures, quality measures and enrollment and disenrollment in specific plans, KanCare provider network data and appeals and grievances made to the KanCare ombudsman, to the joint committee, as requested.

(b) The joint committee shall consist of 11 members of the legislature appointed as follows: (1) Two members of the house committee on health and human services appointed by the speaker of the house of representatives; (2) one member of the house committee on health and human services appointed by the minority leader of the house of representatives; (3) two members of the senate committee on public health and welfare appointed by the president of the senate; (4) one member of the senate committee on public health and welfare appointed by the minority leader of the senate; (5) two members of the house of representatives appointed by the speaker of the house of representatives, one of whom shall be a member of the house committee on appropriations; (6) one member of the house of representatives appointed by the minority leader of the house of representatives; and (7) two members of the senate appointed by the president of the senate, one of whom shall be a member of the senate committee on ways and means.

(c) Members shall be appointed for terms coinciding with the legislative terms for which such members are elected or appointed. All members appointed to fill vacancies in the membership of the joint committee and all members appointed to succeed members appointed to membership on the joint committee shall be appointed in the manner provided for the original appointment of the member succeeded.

(d) *(1)* The members originally appointed as members of the joint committee shall meet upon the call of the member appointed by the speaker of the house of representatives, who shall be the first chairperson, within 30 days of the effective date of this act. The vice-chairperson of the joint committee shall be appointed by the president of the senate. Chairperson and vice-chairperson shall alternate annually between the members appointed by the speaker of the house of representatives and the president of the senate. The ranking minority member shall be from the same chamber as the chairperson. ~~On and after the effective date of this act~~ *Except as provided in paragraph (2)*, the joint committee shall meet at least once in January and once in April when the legislature is in regular session and at least once for two consecutive days during each of the third and fourth calendar quarters, on the call of the chairperson, but not to exceed six meetings in a calendar year, except additional meetings may be held on call of the chairperson when urgent circumstances exist which require such meetings. Six members of the joint committee shall constitute a quorum.

(2) During calendar year 2025 and calendar year 2026, the joint committee shall meet for one additional day per meeting pursuant to paragraph (1) in order to monitor the implementation of the cutting healthcare costs for all Kansans act and to review the following topics relating to such implementation: Payment integrity and eligibility audits; outcomes related to section 3, and amendments thereto; health outcomes

for individuals covered under the act; budget projections and actual expenditures related to implementation of the act; and expenses incurred by hospitals arising from charity care and services provided to patients who are unwilling or unable to pay for such services.

(e) (1) At the beginning of each regular session of the legislature, the committee shall submit to the president of the senate, the speaker of the house of representatives, the house committee on health and human services and the senate committee on public health and welfare a written report on numbers of individuals transferred from the state or private institutions to the home and community based services including the average daily census in the state institutions and long-term care facilities, savings resulting from the transfer certified by the secretary for aging and disability services in a quarterly report filed in accordance with K.S.A. 39-7,162, and amendments thereto, and the current balance in the home and community based services savings fund of the Kansas department for aging and disability services.

(2) Such report submitted under this subsection shall also include, but not be limited to, the following information on the KanCare program:

(A) Quality of care and health outcomes of individuals receiving state medicaid services under the KanCare program, as compared to the provision of state medicaid services prior to January 1, 2013;

(B) integration and coordination of health care procedures for individuals receiving state medicaid services under the KanCare program;

(C) availability of information to the public about the provision of state medicaid services under the KanCare program, including, but not limited to, accessibility to health services, expenditures for health services, extent of consumer satisfaction with health services provided and grievance procedures, including quantitative case data and summaries of case resolution by the KanCare ombudsman;

(D) provisions for community outreach and efforts to promote the public understanding of the KanCare program;

(E) comparison of the actual medicaid costs expended in providing state medicaid services under the KanCare program after January 1, 2013, to the actual costs expended under the provision of state medicaid services prior to January 1, 2013, including the manner in which such cost expenditures are calculated;

(F) comparison of the estimated costs expended in a managed care system of providing state medicaid services under the KanCare program after January 1, 2013, to the actual costs expended under the KanCare program of providing state medicaid services after January 1, 2013;

(G) comparison of caseload information for individuals receiving state medicaid services prior to January 1, 2013, to the caseload information for individuals receiving state medicaid services under the

KanCare program after January 1, 2013; and

(H) all written testimony provided to the joint committee regarding the impact of the provision of state medicaid services under the KanCare program upon residents of adult care homes.

(3) The joint committee shall consider the external quality review reports and quality assessment and performance improvement program plans of each managed care organization providing state medicaid services under the KanCare program in the development of the report submitted under this subsection.

(4) The report submitted under this subsection shall be published on the official website of the legislative research department.

(f) Members of the committee shall have access to any medical assistance report and caseload data generated by the Kansas department of health and environment division of health care finance. Members of the committee shall have access to any report submitted by the Kansas department of health and environment division of health care finance to the centers for medicare and medicaid services of the United States department of health and human services.

(g) Members of the committee shall be paid compensation, travel expenses and subsistence expenses or allowance as provided in K.S.A. 75-3212, and amendments thereto, for attendance at any meeting of the joint committee or any subcommittee meeting authorized by the committee.

(h) In accordance with K.S.A. 46-1204, and amendments thereto, the legislative coordinating council may provide for such professional services as may be requested by the joint committee.

(i) The joint committee may make recommendations and introduce legislation as it deems necessary in performing its functions.

Sec. 15. K.S.A. 40-3213 is hereby amended to read as follows: 40-3213. (a) Every health maintenance organization and medicare provider organization subject to this act shall pay to the commissioner the following fees:

(1) For filing an application for a certificate of authority, $150;

(2) for filing each annual report, $50; *and*

(3) for filing an amendment to the certificate of authority, $10.

(b) Every health maintenance organization subject to this act shall pay annually to the commissioner at the time such organization files its annual report, a privilege fee in an amount equal to ~~the following percentages~~ *5.77%* of the total of all premiums, subscription charges or any other term that may be used to describe the charges made by such organization to enrollees~~: 3.31% during the reporting period beginning January 1, 2015, and ending December 31, 2017; and 5.77% on and after January 1, 2018~~. In such computations all such organizations shall be entitled to deduct therefrom any premiums or subscription charges returned on account of cancellations and dividends returned to enrollees. If the commissioner shall determine at any time that the application of the privilege fee, or a change in the rate of the privilege fee, would cause a denial of, reduction in or elimination of federal financial assistance to the state or to any health maintenance organization subject to this act, the commissioner is hereby authorized to terminate the operation of such privilege fee or the change in such privilege fee.

(c) For the purpose of insuring the collection of the privilege fee provided for by subsection (b), every health maintenance organization subject to this act and required by subsection (b) to pay such privilege fee shall at the time it files its annual report, as required by K.S.A. 40-3220, and amendments thereto, make a return, generated by or at the direction of its chief officer or principal managing director, under penalty of K.S.A. 21-5824, and amendments thereto, to the commissioner, stating the amount of all premiums, assessments and charges received by the health maintenance organization, whether in cash or notes, during the year ending on the last day of the preceding calendar year. Upon the receipt of such returns the commissioner of insurance shall verify such returns and reconcile the fees pursuant to subsection (f) upon such organization on the basis and at the rate provided in this section.

(d) Premiums or other charges received by an insurance company from the operation of a health maintenance organization subject to this act shall not be subject to any fee or tax imposed under the provisions of K.S.A. 40-252, and amendments thereto.

(e) Fees charged under this section shall be remitted to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury to the credit of the medical assistance fee fund created by K.S.A. 40-3236, and amendments thereto.

(f) (1) ~~On and after January 1, 2018,~~ In addition to any other filing or return required by this section, each health maintenance organization shall submit a report to the commissioner on or before March 31 and September 30 of each year containing an estimate of the total amount of all premiums, subscription charges or any other term that may be used to describe the charges made by such organization to enrollees that the organization expects to collect during the current calendar year. Upon filing each March 31 report, the organization shall submit payment equal to ½ of the privilege fee that would be assessed by the commissioner for the current calendar year based upon the organization's reported estimate. Upon filing each September 30 report, the organization shall submit payment equal to the balance of the privilege fee that would be assessed by the commissioner for the current calendar year based upon the organization's reported estimates.

(2) Any amount of privilege fees actually owed by a health maintenance organization during any calendar year in excess of estimated privilege fees paid shall be assessed by the commissioner and shall be due and payable upon issuance of such assessment.

(3) Any amount of estimated privilege fees paid by a health maintenance organization during any calendar year in excess of privilege fees actually owed shall be reconciled when the commissioner assesses privilege fees in the ensuing calendar year. The commissioner shall credit such excess amount against future privilege fee assessments. Any such excess amount paid by a health maintenance organization that is no longer doing business in Kansas and that no longer has a duty to pay the privilege fee shall be refunded by the commissioner from funds appropriated by the legislature for such purpose.

Sec. 16. K.S.A. 65-6207 is hereby amended to read as follows: 65-6207. As used in K.S.A. 65-6207 ~~to~~ *through* 65-6220, ~~inclusive,~~ and amendments thereto, ~~the following have the meaning respectively ascribed thereto,~~ unless the context requires otherwise:

(a) *"Annual hospital medicaid expansion surcharge" means the product of the number of unduplicated medicaid expansion enrollees multiplied by $233.*

(b) "Assessment revenues" means the revenues generated directly by the assessment and surcharge imposed by K.S.A. 65-6208 and 65-6213, and amendments thereto, any penalty assessments and all interest credited to the fund under this act and any federal matching funds obtained through the use of such assessments, surcharges, penalties and interest amounts.

(c) "Department" means the Kansas department for aging and disability services or the ~~Kansas~~ department of health and environment, or both.

~~(b)~~*(d)* "Fund" means the health care access improvement fund.

~~(c)~~*(e)* "Health maintenance organization" ~~has the meaning~~ *means the same as* provided in K.S.A. 40-3202, and amendments thereto.

~~(d)~~*(f)* "Hospital" ~~has the meaning~~ *means the same as* provided in K.S.A. 65-425, and amendments thereto.

~~(e)~~*(g)* "Hospital provider" means a person licensed by the department of health and environment to operate, conduct or maintain a hospital, regardless of whether the person is a federal medicaid provider.

~~(f)~~*(h)* "Pharmacy provider" means an area, premises or other site where drugs are offered for sale, where there are pharmacists, as defined in K.S.A. 65-1626, and amendments thereto, and where prescriptions, as defined in K.S.A. 65-1626, and amendments thereto, are compounded and dispensed.

~~(g) "Assessment revenues" means the revenues generated directly by the assessments imposed by K.S.A. 65-6208 and 65-6213, and amendments thereto, any penalty assessments and all interest credited to the fund under this act, and any federal matching funds obtained through the use of such assessments, penalties and interest amounts~~

(i) "Unduplicated medicaid expansion enrollee" means each individual who becomes eligible for and enrolls in the Kansas program of medical assistance under K.S.A. 39-709, and amendments thereto, and is eligible for a 90% federal medical assistance percentage pursuant to 42 U.S.C. § 1396d(y)(1).

Sec. 17. K.S.A. 2023 Supp. 65-6208 is hereby amended to read as follows: 65-6208. (a) Subject to the provisions of K.S.A. 65-6209, and amendments thereto, an annual assessment on services is imposed on each hospital provider in an amount not less than 1.83% of each hospital's net inpatient operating revenue and not greater than 3% of each hospital's net inpatient and outpatient operating revenue, as determined by the healthcare access improvement panel in consultation with the department of health and environment, for the hospital's fiscal year three years prior to the assessment year. In the event that a hospital does not have a complete 12-month fiscal year in such third prior fiscal year, the assessment under this section shall be $200,000 until such date that such hospital has completed the hospital's first 12-month fiscal year. Upon completing such first 12-month fiscal year, such hospital's assessment under this section shall be the amount not less than 1.83% of each hospital's net inpatient operating revenue and not greater than 3% of such hospital's net inpatient and outpatient operating revenue, as determined by the healthcare access improvement panel in consultation with the department of health and environment, for such first completed 12-month fiscal year.

(b) *(1) On and after January 1, 2027, an annual hospital medicaid expansion support surcharge shall be imposed on each hospital provider in an amount equal to its proportionate share as determined by the healthcare access improvement panel in accordance with K.S.A. 65-6218(d), and amendments thereto, except that such surcharge shall not exceed $35,000,000 for any calendar year and no surcharge shall be imposed for any period after the federal medical assistance percentage described in 42 U.S.C. § 1396d(y)(1) is lower than 90%. Upon final approval by the United States centers for medicare and medicaid services, notice of the amount of such surcharge shall be transmitted by the healthcare access improvement panel to the department. Upon receipt of such notice, the department shall promptly provide notice to each hospital provider in accordance with K.S.A. 65-6211(b), and amendments thereto.*

(2) The department of health and environment shall submit to the United States centers for medicare and medicaid services any approval

request necessary to implement the surcharge authorized by this subsection and shall not impose such surcharge prior to receiving approval by the United States centers for medicare and medicaid services and publishing such approval.

(c) Nothing in this act shall be construed to authorize any home rule unit or other unit of local government to license for revenue or impose a tax or assessment upon hospital providers or a tax or assessment measured by the income or earnings of a hospital provider.

~~(c)~~*(d)* (1) The department of health and environment shall submit to the United States centers for medicare and medicaid services any approval request necessary to implement the amendments made to subsection (a) by section 1 of chapter 7 of the 2020 Session Laws of Kansas and this act. If the department has submitted such a request pursuant to section 80(l) of chapter 68 of the 2019 Session Laws of Kansas or section 1 of chapter 7 of the 2020 Session Laws of Kansas, then the department may continue such request, or modify such request to conform to the amendments made to subsection (a) by section 1 of chapter 7 of the 2020 Session Laws of Kansas and this act, to fulfill the requirements of this paragraph.

(2) The secretary of health and environment shall certify to the secretary of state the receipt of such approval and cause notice of such approval to be published in the Kansas register.

(3) The amendments made to subsection (a) by section 1 of chapter 7 of the 2020 Session Laws of Kansas and this act shall take effect on and after January 1 or July 1 immediately following such publication of such approval.

Sec. 18. K.S.A. 2023 Supp. 65-6209 is hereby amended to read as follows: 65-6209. (a) A hospital provider that is a state agency, the authority, as defined in K.S.A. 76-3304, and amendments thereto, a state educational institution, as defined in K.S.A. 76-711, and amendments thereto, a critical access hospital, as defined in K.S.A. 65-468, and amendments thereto, or a rural emergency hospital licensed under the rural emergency hospital act, K.S.A. 2023 Supp. 65-481 et seq., and amendments thereto, is exempt from the assessment imposed by K.S.A. 65-6208*(a)*, and amendments thereto*, but not the surcharge imposed by K.S.A. 65-6208(b), and amendments thereto*.

(b) A hospital operated by the department in the course of performing its mental health or developmental disabilities functions is exempt from the assessment imposed by K.S.A. 65-6208*(a)*, and amendments thereto*, but not the surcharge imposed by K.S.A. 65-6208(b), and amendments thereto*.

Sec. 19. K.S.A. 65-6210 is hereby amended to read as follows: 65-6210. (a) The assessment imposed by K.S.A. 65-6208*(a)*, and amendments thereto, for any state fiscal year to which this statute applies shall be due and payable in equal installments on or before June 30 and December 31, commencing with whichever date first occurs after the hospital has received payments for 150 days after the effective date of the payment methodology approved by the centers for medicare and medicaid services. *The surcharge imposed by K.S.A. 65-6208(b), and amendments thereto, for any state fiscal year to which this statute applies shall be due and payable in installments on or before June 30 and December 31, commencing with June 30, 2027. The payment made by each hospital provider on or before June 30 shall be in an amount not less than* $^{1}/_{3}$ *of such hospital provider's proportionate share determined in accordance with K.S.A. 65-6218(d), and amendments thereto. The payment made by each hospital provider on or before December 31 shall be the remainder of the amount owed for such hospital provider's proportionate share.* No installment payment of an assessment under this act shall be due and payable, however, until after:

(1) The hospital provider receives written notice from the department that the payment methodologies to hospitals required under this act have been approved by the centers for medicare and medicaid services of the United States department of health and human services under 42 C.F.R. § 433.68 for the assessment imposed by K.S.A. 65-6208, and amendments thereto, has been granted by the centers for medicare and medicaid services of the United States department of health and human services; and

(2) in the case of a hospital provider, the hospital has received payments for 150 days after the effective date of the payment methodology approved by the centers for medicare and medicaid services.

(b) The department is authorized to establish delayed payment schedules for hospital providers that are unable to make installment payments when due under this section due to financial difficulties, as determined by the department.

(c) If a hospital provider fails to pay the full amount of an installment when due, including any extensions granted under this section, there shall be added to the assessment *or surcharge* imposed by K.S.A. 65-6208*(a) or (b)*, and amendments thereto, unless waived by the department for reasonable cause, a penalty assessment equal to the lesser of:

(1) An amount equal to 5% of the installment amount not paid on or before the due date plus 5% of the portion thereof remaining unpaid on the last day of each month thereafter; or

(2) an amount equal to 100% of the installment amount not paid on or before the due date.

For purposes of subsection (c), payments will be credited first to unpaid installment amounts, rather than to penalty or interest amounts, beginning with the most delinquent installment.

(d) The effective date for the payment methodology applicable to hospital providers approved by the centers for medicare and medicaid services shall be the date of July 1 or January 1, whichever date is designated in the state plan submitted by the department of health and environment for approval by the centers for medicare and medicaid services.

Sec. 20. K.S.A. 65-6211 is hereby amended to read as follows: 65-6211. (a) After December 31 of each year, except as otherwise provided in this subsection, and on or before March 31 of the succeeding year, the department shall send a notice of assessment *imposed under K.S.A. 65-6208(a), and amendments thereto,* to every hospital provider subject to assessment under this act. ~~(b)~~ The hospital provider notice of assessment shall notify the hospital provider of its assessment for the state fiscal year commencing on the next July 1.

(b) On or before April 30 and October 31 of each year, the department shall send a notice of surcharge imposed under K.S.A. 65-6208(b), and amendments thereto, to each hospital provider subject to the surcharge. The department shall send the first such notice on or before April 30, 2027.

(c) If a hospital provider operates, conducts or maintains more than one licensed hospital in the state, the hospital provider shall pay ~~the~~ *any* assessment *or surcharge imposed under K.S.A. 65-6208(a) or (b), and amendments thereto,* for each hospital separately.

(d) Notwithstanding any other provision in this act, in the case of a person who ceases to operate, conduct or maintain a hospital ~~in respect of~~ *for* which the person is subject to assessment in K.S.A. 65-6208*(a)*, and amendments thereto, as a hospital provider, the assessment for the state fiscal year in which the cessation occurs shall be adjusted by multiplying the assessment computed under K.S.A. 65-6208*(a)*, and amendments thereto, by a fraction, the numerator of which is the number of the days during the year during which the provider operates, conducts or maintains a hospital and the denominator of which is 365. Immediately upon ceasing to operate, conduct or maintain a hospital, the person shall pay the adjusted assessment for that state fiscal year, to the extent not previously paid.

(e) *Notwithstanding any other provision in this act, in the case of a person who ceases to operate, conduct or maintain a hospital for which the person is subject to surcharge in K.S.A. 65-6208(b), and amendments thereto, as a hospital provider, the surcharge for the six-month period in which the cessation occurs shall be adjusted by multiplying the surcharge computed under K.S.A. 65-6208(b), and amendments thereto, by a fraction, the numerator of which is the number of the days during the six months during which the provider operates, conducts or maintains a hospital and the denominator of which is the days in the same six-month period. Immediately upon ceasing to operate, conduct or maintain a* *hospital, the person shall pay the adjusted assessment for that six-month period, to the extent not previously paid.*

(f) Notwithstanding any other provision in this act, a person who commences operating, conducting or maintaining a hospital shall pay the assessment computed under ~~subsection (a) of~~ K.S.A. 65-6208*(a)*, and amendments thereto, in installments on the due dates stated in the notice and on the regular installment due dates for the state fiscal year occurring after the due dates of the initial notice.

Sec. 21. K.S.A. 65-6212 is hereby amended to read as follows: 65-6212. (a) The assessment imposed by K.S.A. 65-6208*(a)*, and amendments thereto, shall not take effect or shall cease to be imposed and any moneys remaining in the fund attributable to assessments imposed under K.S.A. 65-6208*(a)*, and amendments thereto, shall be refunded to hospital providers in proportion to the amounts paid by them if the payments to hospitals required under ~~subsection (a) of~~ K.S.A. 65-6218*(a)*, and amendments thereto, are changed or are not eligible for federal matching funds under title XIX or XXI of the federal social security act.

(b) The assessment *and surcharge* imposed by K.S.A. 65-6208*(a) and (b)*, and amendments thereto, shall not take effect or shall cease to be imposed if the assessment is determined to be an impermissible tax under title XIX of the federal social security act. Moneys in the health care access improvement fund *or the hospital medicaid expansion support surcharge fund* derived from assessments *or surcharges* imposed prior thereto shall be disbursed in accordance with ~~subsection (a) of~~ K.S.A. 65-6218*(a) or (b)*, and amendments thereto, to the extent that federal matching is not reduced due to the impermissibility of the assessments *or surcharges,* and any remaining moneys shall be refunded to hospital providers in proportion to the amounts paid by them.

Sec. 22. K.S.A. 65-6217 is hereby amended to read as follows: 65-6217. (a) There is hereby created in the state treasury the health care access improvement fund~~, which~~. *Such fund* shall be administered by the secretary of health and environment. All moneys received for the assessments imposed by K.S.A. 65-6208*(a)* and 65-6213, and amendments thereto, including any penalty assessments imposed thereon, shall be remitted to the state treasurer in accordance with K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury to the credit of the health care access improvement fund. All expenditures from the health care access improvement fund shall be made in accordance with appropriation acts upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the secretary of health and environment or the secretary's designee.

(b) *There is hereby created in the state treasury the hospital medicaid* *expansion support surcharge fund to be administered by the secretary of health and environment. All moneys received for the surcharge imposed by K.S.A. 65-6208(b), and amendments thereto, including any penalty assessments imposed thereon, shall be remitted to the state treasurer in accordance with K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount into the state treasury to the credit of the hospital medicaid expansion support surcharge fund. All expenditures from the hospital medicaid expansion support surcharge fund shall be made in accordance with appropriation acts upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the secretary of health and environment or the secretary's designee.*

(c) The ~~fund~~ *funds* shall not be used to replace any moneys appropriated by the legislature for the department's medicaid program.

~~(c)~~*(d)* The ~~fund is~~ *funds are* created for the purpose of receiving moneys in accordance with this act and disbursing moneys only for the purpose of improving health care delivery and related health activities, notwithstanding any other provision of law.

~~(d)~~*(e)* On or before the 10th day of each month, the director of accounts and reports shall transfer from the state general fund to the health care access improvement fund *and the hospital medicaid expansion support surcharge fund* interest earnings based on:

(1) The average daily balance of moneys in ~~the health care access improvement~~ *each such* fund for the preceding month; and

(2) the net earnings rate of the pooled money investment portfolio for the preceding month.

~~(e)~~*(f)* The ~~fund~~ *funds* shall consist of the following:

(1) All moneys collected or received by the department from the hospital provider assessment *and surcharge* and the health maintenance organization assessment imposed by this act;

(2) any interest or penalty levied in conjunction with the administration of this act; and

(3) all other moneys received for the ~~fund~~ *funds* from any other source.

~~(f)~~*(g)* (1) On July 1 of each fiscal year, the director of accounts and reports shall record a debit to the state treasurer's receivables for the health care access improvement fund and shall record a corresponding credit to the health care access improvement fund in an amount certified by the director of the budget ~~which~~ *that* shall be equal to the sum of 80% of the moneys estimated by the director of the budget to be received from the assessment imposed on hospital providers pursuant to K.S.A. 65-6208*(a)*, and amendments thereto, and credited to the health care access improvement fund during such fiscal year, plus 53% of the moneys estimated by the director of the budget to be received from the assessment imposed on health maintenance organizations pursuant to K.S.A. 65-6213, and amendments thereto, and credited to the health care access improvement fund during such fiscal year, except that such amount shall be proportionally adjusted during such fiscal year with respect to any change in the moneys estimated by the director of the budget to be received for such assessments *under K.S.A. 65-6208(a) and 65-6213, and amendments thereto*, deposited in the state treasury and credited to the health care access improvement fund during such fiscal year. Among other appropriate factors, the director of the budget shall take into consideration the estimated and actual receipts from such assessments for the current fiscal year and the preceding fiscal year in determining the amount to be certified under this ~~subsection (f)~~ *paragraph*. All moneys received for the assessments imposed pursuant to K.S.A. 65-6208*(a)* and 65-6213, and amendments thereto, deposited in the state treasury and credited to the health care access improvement fund during a fiscal year shall reduce the amount debited and credited to the health care access improvement fund under this ~~subsection (f)~~ *paragraph* for such fiscal year.

(2) *On July 1 of each fiscal year, the director of accounts and reports shall record a debit to the state treasurer's receivables for the hospital medicaid expansion support surcharge fund and shall record a corresponding credit to the hospital medicaid expansion support surcharge fund in an amount certified by the director of the budget that shall be equal to 100% of the moneys estimated by the director of the budget to be received from any surcharge imposed on hospital providers in accordance with K.S.A. 65-6208(b), and amendments thereto, and credited to the hospital medicaid expansion support surcharge fund during such fiscal year, except that such amount shall be proportionally adjusted during such fiscal year with respect to any change in the moneys estimated by the director of the budget to be received for such surcharge in accordance with K.S.A. 65-6208(b), and amendments thereto, deposited in the state treasury and credited to the hospital medicaid expansion support surcharge fund during such fiscal year. Among other appropriate factors, the director of the budget shall take into consideration the estimated and actual receipts from such surcharge for the current fiscal year and the preceding fiscal year in determining the amount to be certified under this paragraph. All moneys received for the surcharge imposed under K.S.A. 65-6208(b), and amendments thereto, deposited in the state treasury and credited to the hospital medicaid expansion support surcharge fund during a fiscal year shall reduce the amount debited and credited to the hospital medicaid expansion support surcharge fund under this paragraph for such fiscal year.*

(3) On June 30 of each fiscal year, the director of accounts and

reports shall adjust the amounts debited and credited to the state treasurer's receivables and to the health care access improvement fund *and the hospital medicaid expansion support surcharge fund* pursuant to this subsection ~~(f)~~, to reflect all moneys actually received for the assessments *and surcharge* imposed pursuant to K.S.A. 65-6208 and 65-6213, and amendments thereto, deposited in the state treasury and credited to the health care access improvement fund *and the hospital medicaid expansion support surcharge fund* during the current fiscal year.

~~(3)~~*(4)* The director of accounts and reports shall notify the state treasurer of all amounts debited and credited to the health care access improvement fund *and the hospital medicaid expansion support surcharge fund* pursuant to this subsection ~~(f)~~ and all reductions and adjustments thereto made pursuant to this subsection ~~(f)~~. The state treasurer shall enter all such amounts debited and credited and shall make reductions and adjustments thereto on the books and records kept and maintained for the health care access improvement fund by the state treasurer in accordance with the notice thereof.

Sec. 23. K.S.A. 2023 Supp. 65-6218 is hereby amended to read as follows: 65-6218. (a) (1) Assessment revenues generated from the hospital provider assessments *under K.S.A. 65-6208(a), and amendments thereto,* shall be disbursed as follows:

(A) Not less than 80% of assessment revenues shall be disbursed to hospital providers through a combination of medicaid access improvement payments and increased medicaid rates on designated diagnostic related groupings, procedures or codes;

(B) not more than 20% of assessment revenues shall be disbursed to providers who are persons licensed to practice medicine and surgery or dentistry through increased medicaid rates on designated procedures and codes; and

(C) not more than 3.2% of hospital provider assessment revenues shall be used to fund healthcare access improvement programs in undergraduate, graduate or continuing medical education, including the medical student loan act.

(2) On July 1 of each year, the department of health and environment, with approval of the healthcare access improvement panel, shall make adjustments to the disbursement of moneys in accordance with this subsection to cause such disbursements to be paid solely from moneys appropriated from the healthcare access improvement fund. The healthcare access improvement fund shall not be supplemented by appropriations from the state general fund for the purpose of making disbursements under this subsection.

(b) *Surcharge revenues generated from the hospital medicaid expansion support surcharge under K.S.A. 65-6208(b), and amendments* *thereto, shall be disbursed to offset the costs to the state related to medicaid expansion beneficiaries as calculated in K.S.A. 65-6207(a), and amendments thereto.*

(c) For the purposes of administering and selecting the disbursements described in ~~subsections~~ *subsection* (a)~~ and (b)~~*, oversight of the calculation of the annual hospital medicaid expansion support payment and any surcharge under K.S.A. 65-6208(b), and amendments thereto*, the healthcare access improvement panel is hereby established. The panel shall consist of the following: Three members appointed by the Kansas hospital association, two members appointed by the Kansas medical society, one member appointed by each health maintenance organization that has a medicaid managed care contract with the department of health and environment, one member appointed by the community care network of Kansas, one member appointed by the president of the senate, one member appointed by the speaker of the house of representatives, one member from the office of the medicaid inspector general appointed by the attorney general and one representative of the department of health and environment appointed by the governor. The panel shall elect a chairperson from among the members appointed by the Kansas hospital association. A representative of the panel shall be required to make an annual report to the legislature regarding the collection and distribution of all funds received and distributed under this act, and such report shall include analysis demonstrating that disbursements made in accordance with subsection (a) are budget neutral to the state general fund.

~~(c)~~*(d) The panel shall use the following procedure to approve collection of surcharge revenues under K.S.A. 65-6208(b), and amendments thereto, for each calendar year beginning with calendar year 2027 based upon the total number of unduplicated medicaid expansion enrollees for such year:*

(1) By March 31 and September 30, the department shall certify to the panel the total number of unduplicated medicaid expansion enrollees using data from the most recent end-of- month report.

(2) The panel shall review the number certified by the department, consult with the department regarding any proposed deletions and certify the final number of unduplicated medicaid expansion enrollees by April 15 and October 15.

(3) Each hospital's share of the annual hospital medicaid expansion support surcharge shall be determined by the panel based upon such hospital's proportion of total hospital revenues. The panel shall certify to the department the amount of each hospital's surcharge by April 30 and October 31. The surcharge for any hospital that has not yet filed a medicare cost report shall pay the lowest surcharge payable by its hospital licensure category as defined by K.S.A. 65-425, and amendments thereto.

(4) For purposes of this subsection, the total surcharge revenues to be certified for any calendar year shall not exceed $35,000,000, and any annual hospital medicaid expansion support surcharge in excess of $35,000,000 shall be disregarded.

(5) As used in this subsection:

(A) "Total hospital revenues" means the sum of inpatient and outpatient revenues for all hospital providers as reflected in the applicable medicare cost report.

(B) "Applicable medicare cost report" means, for calendar year 2025, such report filed by each hospital for calendar year 2023 or, if the hospital did not file a medicare cost report for calendar year 2023, the first year that the hospital filed a medicare cost report. For each calendar year after 2025, the applicable medicare cost report shall advance by one year.

~~(1)~~*(e)* The department of health and environment shall submit to the United States centers for medicare and medicaid services any approval request necessary to implement the amendments made to this section by ~~this act~~ *section 2 of chapter 7 of the 2020 Session Laws of Kansas*. If the department has submitted such a request pursuant to section 80(l) of chapter 68 of the 2019 Session Laws of Kansas, then the department may continue such request, or modify such request to conform to the amendments made to subsections (a) and (b) by this act, to fulfill the requirements of this paragraph.

~~(2)~~*(f)* The secretary of health and environment shall certify to the secretary of state the receipt of such approval and cause notice of such approval to be published in the Kansas register.

~~(3) The amendments made to subsections (a) and (b) by this act shall take effect on and after January 1 or July 1 immediately following such publication of such approval.~~

Sec. 24. K.S.A. 39-7,160, 40-3213, 65-6207, 65-6210, 65-6211, 65-6212 and 65-6217 and K.S.A. 2023 Supp. 65-6208, 65-6209 and 65-6218 are hereby repealed.

Sec. 25. This act shall take effect and be in force from and after its publication in the Kansas register.

HOUSE BILL No. 2556

By Committee on Appropriations

Requested by Representative V. Miller on behalf of the Office of the Governor

1-19

AN ACT concerning health and healthcare; relating to health insurance coverage; expanding medical assistance eligibility; enacting the cutting healthcare costs for all Kansans act; directing the department of health and environment to study certain medicaid expansion topics; adding meeting days to the Robert G. (Bob) Bethell joint committee on home and community based services and KanCare oversight to monitor implementation of expanded medical assistance eligibility; amending K.S.A. 39-7,160, 40-3213, 65-6207, 65-6210, 65-6211, 65-6212 and 65-6217 and K.S.A. 2023 Supp. 65-6208, 65-6209 and 65-6218 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. (a) Sections 1 through 13, and amendments thereto, shall be known and may be cited as the cutting healthcare costs for all Kansans act.

(b) The legislature expressly consents to expand eligibility for receipt of benefits under the Kansas program of medical assistance, as required by K.S.A. 39-709(e)(2), and amendments thereto, by the passage and enactment of the act, subject to all requirements and limitations established in the act.

(c) The secretary of health and environment shall adopt rules and regulations as necessary to implement and administer the act.

(d) As used in sections 1 through 13, and amendments thereto, unless otherwise specified:

(1) "138% of the federal poverty level," or words of like effect, includes a 5% income disregard permitted under the federal patient protection and affordable care act.

(2) "Act" means the cutting healthcare costs for all Kansans act.

New Sec. 2. (a) The secretary of health and environment shall submit to the United States centers for medicare and medicaid services any state plan amendment, waiver request or other approval request necessary to implement the act. At least 10 calendar days prior to submission of any such approval request to the United States centers for medicare and medicaid services, the secretary of health and environment shall submit such approval request application to the state finance council.

(b) For purposes of eligibility determinations under the Kansas program of medical assistance on and after January 1, 2025, medical assistance shall be granted to any adult under 65 years of age who is not pregnant and whose income meets the limitation established in subsection (c), as permitted under the provisions of 42 U.S.C. § 1396a, as it exists on the effective date of the act, and subject to a 90% federal medical assistance percentage and all requirements and limitations established in the act.

(c) The secretary of health and environment shall submit to the United States centers for medicare and medicaid services any approval request necessary to provide medical assistance eligibility to individuals described in subsection (b) whose modified adjusted gross income does not exceed 138% of the federal poverty level.

New Sec. 3. (a) The secretary of health and environment shall require each applicant for coverage under the act to provide employment verification at the time of initial application or renewal application. Such verification shall be a prerequisite for coverage under the act.

(b) "Employment verification" means documentation demonstrating employment during the preceding 12 months that meets the eligibility requirements of the act. "Employment verification" includes, but is not limited to:

(1) Federal form W-2 wage and tax statement;

(2) a pay stub demonstrating gross income;

(3) employment records;

(4) federal form 1099 demonstrating payments for contract labor;

(5) compliance with the requirements of K.S.A. 39-709(b), and amendments thereto; and

(6) any other documentation as determined by the secretary of health and environment.

(c) The following individuals shall be exempt from the requirements of this subsection:

(1) A full-time student enrolled in a postsecondary educational institution or technical college, as defined by K.S.A. 74-3201b, and amendments thereto, for each year the student is enrolled in such educational setting;

(2) a parent or guardian of a dependent child under 18 years of age or a parent or guardian of an incapacitated adult;

(3) an individual who is mentally or physically unfit for employment, as defined by the secretary of health and environment, or has a pending application for supplemental security income or social security disability insurance;

(4) an individual who has a permanent partial disability, as such term is used in K.S.A. 44-510e, and amendments thereto;

(5) an individual who is engaged in volunteer work for at least 20 hours per week at a nonprofit organization, as such term is defined in K.S.A. 17-1779, and amendments thereto;

(6) an individual experiencing homelessness, as such term is defined in 42 U.S.C. 11302, as in effect on the effective date of this act;

(7) an individual who served in the active military, naval, air or space service and was discharged or released from such military service under conditions other than dishonorable;

(8) an individual who is not more than 22 years of age and in the custody of the secretary of children and families on the date that the individual reached 18 years of age; and

(9) any individual who the secretary determines is experiencing hardship.

New Sec. 4. (a) The secretary of health and environment may establish a health insurance coverage premium assistance program for individuals who meet the following requirements:

(1) The individual has an annual income that is 100% or greater than, but does not exceed 138% of, the federal poverty level, based on the modified adjusted gross income provisions set forth in section 2001(a)(1) of the federal patient protection and affordable care act; and

(2) the individual is eligible for health insurance coverage through an employer but cannot afford the health insurance coverage premiums, as determined by the secretary of health and environment.

(b) A program established under this section shall:

(1) Contain eligibility requirements that are the same as in sections 2 and 3, and amendments thereto; and

(2) provide that an individual's payment for a health insurance coverage premium may not exceed 2% of the individual's modified adjusted gross income, not to exceed 2% of the household's modified adjusted gross income in the aggregate with any premium charged to any other household member participating in the premium assistance program.

New Sec. 5. (a) Except to the extent prohibited by 42 U.S.C. § 1396u-2(a)(2), as it exists on the effective date of this act, the secretary of health and environment shall administer medical assistance benefits using a managed care delivery system using organizations subject to assessment of the privilege fee under K.S.A. 40-3213, and amendments thereto. If the United States centers for medicare and medicaid services determines that the assessment of a privilege fee provided in K.S.A. 40-3213, and amendments thereto, is unlawful or otherwise invalid, then the secretary of health and environment shall administer state medicaid services using a managed care delivery system.

(b) In awarding a contract for an entity to administer state medicaid services using a managed care delivery system, the secretary of health and environment shall:

(1) Not provide favorable or unfavorable treatment in awarding a contract based on an entity's for-profit or not-for-profit tax status;

(2) give preference in awarding a contract to an entity that provides health insurance coverage plans on the health benefit exchange in Kansas established under the federal patient protection and affordable care act; and

(3) require that any entity administering state medicaid services provide tiered benefit plans with enhanced benefits for covered individuals who demonstrate healthy behaviors, as determined by the secretary of health and environment, to be implemented on or before July 1, 2026.

New Sec. 6. If the federal medical assistance percentage for coverage of medical assistance participants described in section 1902(a)(10)(A)(i)(VIII) of the federal social security act, 42 U.S.C. § 1396a, as it exists on the effective date of this act, becomes lower than 90%, then the secretary of health and environment shall terminate coverage under the act over a 12-month period, beginning on the first day that the federal medical assistance percentage becomes lower than 90%. No individual shall be newly enrolled for coverage under the act after such date.

New Sec. 7. (a) Section 6, and amendments thereto, shall be nonseverable from the remainder of the act. If the provisions of section 6, and amendments thereto, are not approved by the United States centers for medicare and medicaid services, then the act shall be null and void and shall have no force and effect.

(b) A denial of federal approval or federal financial participation that applies to any provision of the act not enumerated in subsection (a) shall not prohibit the secretary of health and environment from implementing any other provision of the act.

New Sec. 8. (a) On or before January 10, 2026, and on or before the first day of the regular session of the legislature each year thereafter, the secretary of health and environment shall prepare and deliver a report to the legislature that summarizes the cost savings achieved by the state from the movement of covered individuals from the KanCare program to coverage under the act, including, but not limited to, the MediKan program, the medically needy spend-down program and the breast and cervical cancer program.

(b) State cost savings shall be determined by calculating the cost of providing services to covered individuals in the KanCare program less the cost of services provided to covered individuals under the act.

(c) If the secretary of health and environment implements other initiatives using cost savings achieved through the implementation of the act, the secretary shall include such initiatives as part of the report required in subsection (a).

New Sec. 9. (a) The secretary of corrections and the secretary of health and environment shall coordinate with a county sheriff or such sheriff's deputy who requests assistance in facilitating medicaid coverage for any individual committed to a county jail or correctional facility during any time period that such individual is eligible for coverage under state or federal law.

(b) If an individual is enrolled in medicaid when such individual is committed to a county jail or correctional facility, such medicaid status shall not be suspended or terminated based on such individual's incarceration for a minimum of 30 days. After 30 days, medicaid coverage may be suspended, but not terminated, up to the maximum amount of time permitted by state and federal law.

(c) The secretary of health and environment shall coordinate with a county sheriff or such sheriff's deputy and the department of corrections to assist any individual who is committed to a county jail or correctional facility in applying for medicaid coverage prior to such individual's release from custody if such individual is likely to meet the requirements for medicaid coverage to allow adequate time for medicaid coverage to begin promptly upon release.

(d) The secretary of health and environment shall adopt any rules and regulations and supporting policies and procedures as necessary to implement and administer this section prior to January 1, 2025.

New Sec. 10. On or before February 15, 2026, and on or before February 15 of each year thereafter, the secretary of health and environment shall present a report to the house of representatives standing committee on appropriations and the senate standing committee on ways and means that summarizes the costs of the act and the cost savings and additional revenues generated during the preceding fiscal year.

New Sec. 11. (a) The department of health and environment shall remit all moneys received by the department of health and environment from drug rebates associated with medical assistance enrollees to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount into the state treasury to the credit of the state general fund.

(b) The department of health and environment shall certify the amount of moneys received by such agency from drug rebates associated with medical assistance enrollees on a monthly basis and shall transmit each such certification to the director of legislative research and the director of the budget.

(c) Upon receipt of each such certification, the director of legislative research and the director of the budget shall include such certified amount on any monthly report prepared by the legislative research department or the division of the budget that details state general fund receipts as a separate item entitled "drug rebates" under a category of other revenue sources.

(d) This section shall take effect and be in force on and after July 1, 2025.

New Sec. 12. (a) There is hereby established the rural health advisory committee.

(b) The rural health advisory committee shall consist of 15 members appointed by the governor. The membership shall be comprised of individuals with a variety of backgrounds including medicine, education, farming, finance, business and individuals representing community interests in rural Kansas.

(c) The governor shall designate one of the appointed members to be chairperson of the committee. The members of the advisory committee shall select a vice chairperson from the membership of the advisory committee.

(d) Upon first appointment, five of the members shall serve for a term of one year, five of the members shall be appointed for a term of two years and five of the members shall be appointed for term of three years, as designated by the governor. The member designated as chairperson shall serve for a term of three years. Subsequent appointees shall serve terms of three years.

(e) (1) The advisory committee may meet at any time and at any place within the state on the call of the chairperson. The advisory committee shall meet regularly, but shall meet at least once every calendar quarter.

(2) A quorum of the advisory committee shall be eight voting members. All actions of the advisory committee shall be adopted by a majority of those voting members present when there is a quorum.

(f) The advisory committee shall:

(1) Advise the governor and other state agencies on rural health issues;

(2) recommend and evaluate mechanisms to encourage greater cooperation between rural communities and rural health providers;

(3) recommend and evaluate approaches to rural health issues that are sensitive to the needs of local communities;

(4) develop methods to identify individuals who are underserved by the Kansas rural healthcare system; and

(5) beginning in 2025, provide an annual report to the governor containing the advice, recommendations and conclusions of the advisory committee.

(g) The secretary of health and environment shall facilitate the work of the committee by providing access to meeting space and other necessary staff and office support. The secretary of health and environment may adopt any rules and regulations and supporting policies and procedures that are necessary to support the work of the advisory committee.

New Sec. 13. The cutting healthcare costs for all Kansans act shall not provide coverage for abortion services, except in cases where coverage is mandated by federal law and federal financial participation is available.

Sec. 14. K.S.A. 39-7,160 is hereby amended to read as follows: 39-7,160. (a) There is hereby established the Robert G. (Bob) Bethell joint committee on home and community based services and KanCare oversight. The joint committee shall review the number of individuals who are transferred from state or private institutions and long-term care facilities to the home and community based services and the associated cost savings and other outcomes of the money-follows-the-person program. The joint committee shall review the funding targets recommended by the interim report submitted for the 2007 legislature by the joint committee on legislative budget and use them as guidelines for future funding planning and policy making. The joint committee shall have oversight of savings resulting from the transfer of individuals from state or private institutions to home and community based services. As used in K.S.A. 39-7,159 through 39-7,162, and amendments thereto, "savings" means the difference between the average cost of providing services for individuals in an institutional setting and the cost of providing services in a home and community based setting. The joint committee shall study and determine the effectiveness of the program and cost-analysis of the state institutions or long-term care facilities based on the success of the transfer of individuals to home and community based services. The joint committee shall consider the issues of whether sufficient funding is provided for enhancement of wages and benefits of direct individual care workers and their staff training and whether adequate progress is being made to transfer individuals from the institutions and to move them from the waiver waiting lists to receive home and community based services. The joint committee shall review and ensure that any proceeds resulting from the successful transfer be applied to the system of provision of services for long-term care and home and community based services. The joint committee shall monitor and study the implementation and operations of the home and community based service programs, the children's health insurance program, the program for the all-inclusive care of the elderly and the state medicaid programs including, but not limited to, access to and quality of services provided and any financial information and budgetary issues. Any state agency shall provide data and information on KanCare programs, including, but not limited to, pay for performance measures, quality measures and enrollment and disenrollment in specific plans, KanCare provider network data and appeals and grievances made to the KanCare ombudsman, to the joint committee, as requested.

(b) The joint committee shall consist of 11 members of the legislature appointed as follows: (1) Two members of the house committee on health and human services appointed by the speaker of the house of representatives; (2) one member of the house committee on health and human services appointed by the minority leader of the house of representatives; (3) two members of the senate committee on public health and welfare appointed by the president of the senate; (4) one member of the senate committee on public health and welfare appointed by the minority leader of the senate; (5) two members of the house of representatives appointed by the speaker of the house of representatives, one of whom shall be a member of the house committee on appropriations; (6) one member of the house of representatives appointed by the minority leader of the house of representatives; and (7) two members of the senate appointed by the president of the senate, one of whom shall be a member of the senate committee on ways and means.

(c) Members shall be appointed for terms coinciding with the legislative terms for which such members are elected or appointed. All members appointed to fill vacancies in the membership of the joint committee and all members appointed to succeed members appointed to membership on the joint committee shall be appointed in the manner provided for the original appointment of the member succeeded.

(d) *(1)* The members originally appointed as members of the joint committee shall meet upon the call of the member appointed by the speaker of the house of representatives, who shall be the first chairperson, within 30 days of the effective date of this act. The ~~vice-chairperson~~ *vice chairperson* of the joint committee shall be appointed by the president of the senate. Chairperson and ~~vice-chairperson~~ *vice chairperson* shall alternate annually between the members appointed by the speaker of the house of representatives and the president of the senate. The ranking minority member shall be from the same chamber as the chairperson. ~~On and after the effective date of this act~~ *Except as provided in paragraph (2)*, the joint committee shall meet at least once in January and once in April when the legislature is in regular session and at least once for two consecutive days during each of the third and fourth calendar quarters, on the call of the chairperson, but not to exceed six meetings in a calendar year, except additional meetings may be held on call of the chairperson when urgent circumstances exist which require such meetings. Six members of the joint committee shall constitute a quorum.

(2) During calendar year 2025 and calendar year 2026, the joint committee shall meet for one additional day per meeting pursuant to paragraph (1) in order to monitor the implementation of the cutting healthcare costs for all Kansans act and to review the following topics relating to such implementation: Payment integrity and eligibility audits;

outcomes related to section 3, and amendments thereto; health outcomes for individuals covered under the act; budget projections and actual expenditures related to implementation of the act; and expenses incurred by hospitals arising from charity care and services provided to patients who are unwilling or unable to pay for such services.

(e) (1) At the beginning of each regular session of the legislature, the committee shall submit to the president of the senate, the speaker of the house of representatives, the house committee on health and human services and the senate committee on public health and welfare a written report on numbers of individuals transferred from the state or private institutions to the home and community based services including the average daily census in the state institutions and long-term care facilities, savings resulting from the transfer certified by the secretary for aging and disability services in a quarterly report filed in accordance with K.S.A. 39-7,162, and amendments thereto, and the current balance in the home and community based services savings fund of the Kansas department for aging and disability services.

(2) Such report submitted under this subsection shall also include, but not be limited to, the following information on the KanCare program:

(A) Quality of care and health outcomes of individuals receiving state medicaid services under the KanCare program, as compared to the provision of state medicaid services prior to January 1, 2013;

(B) integration and coordination of health care procedures for individuals receiving state medicaid services under the KanCare program;

(C) availability of information to the public about the provision of state medicaid services under the KanCare program, including, but not limited to, accessibility to health services, expenditures for health services, extent of consumer satisfaction with health services provided and grievance procedures, including quantitative case data and summaries of case resolution by the KanCare ombudsman;

(D) provisions for community outreach and efforts to promote the public understanding of the KanCare program;

(E) comparison of the actual medicaid costs expended in providing state medicaid services under the KanCare program after January 1, 2013, to the actual costs expended under the provision of state medicaid services prior to January 1, 2013, including the manner in which such cost expenditures are calculated;

(F) comparison of the estimated costs expended in a managed care system of providing state medicaid services under the KanCare program after January 1, 2013, to the actual costs expended under the KanCare program of providing state medicaid services after January 1, 2013;

(G) comparison of caseload information for individuals receiving state medicaid services prior to January 1, 2013, to the caseload information for individuals receiving state medicaid services under the KanCare program after January 1, 2013; and

(H) all written testimony provided to the joint committee regarding the impact of the provision of state medicaid services under the KanCare program upon residents of adult care homes.

(3) The joint committee shall consider the external quality review reports and quality assessment and performance improvement program plans of each managed care organization providing state medicaid services under the KanCare program in the development of the report submitted under this subsection.

(4) The report submitted under this subsection shall be published on the official website of the legislative research department.

(f) Members of the committee shall have access to any medical assistance report and caseload data generated by the Kansas department of health and environment division of health care finance. Members of the committee shall have access to any report submitted by the Kansas department of health and environment division of health care finance to the centers for medicare and medicaid services of the United States department of health and human services.

(g) Members of the committee shall be paid compensation, travel expenses and subsistence expenses or allowance as provided in K.S.A. 75-3212, and amendments thereto, for attendance at any meeting of the joint committee or any subcommittee meeting authorized by the committee.

(h) In accordance with K.S.A. 46-1204, and amendments thereto, the legislative coordinating council may provide for such professional services as may be requested by the joint committee.

(i) The joint committee may make recommendations and introduce legislation as it deems necessary in performing its functions.

Sec. 15. K.S.A. 40-3213 is hereby amended to read as follows: 40-3213. (a) Every health maintenance organization and medicare provider organization subject to this act shall pay to the commissioner the following fees:

(1) For filing an application for a certificate of authority, $150;

(2) for filing each annual report, $50; *and*

(3) for filing an amendment to the certificate of authority, $10.

(b) Every health maintenance organization subject to this act shall pay annually to the commissioner at the time such organization files its annual report, a privilege fee in an amount equal to ~~the following percentages~~ *5.77%* of the total of all premiums, subscription charges or any other term that may be used to describe the charges made by such organization to enrollees~~: 3.31% during the reporting period beginning January 1, 2015, and ending December 31, 2017; and 5.77% on and after January 1, 2018~~. In such computations all such organizations shall be entitled to deduct therefrom any premiums or subscription charges returned on account of cancellations and dividends returned to enrollees. If the commissioner shall determine at any time that the application of the privilege fee, or a change in the rate of the privilege fee, would cause a denial of, reduction in or elimination of federal financial assistance to the state or to any health maintenance organization subject to this act, the commissioner is hereby authorized to terminate the operation of such privilege fee or the change in such privilege fee.

(c) For the purpose of insuring the collection of the privilege fee provided for by subsection (b), every health maintenance organization subject to this act and required by subsection (b) to pay such privilege fee shall at the time it files its annual report, as required by K.S.A. 40-3220, and amendments thereto, make a return, generated by or at the direction of its chief officer or principal managing director, under penalty of K.S.A. 21-5824, and amendments thereto, to the commissioner, stating the amount of all premiums, assessments and charges received by the health maintenance organization, whether in cash or notes, during the year ending on the last day of the preceding calendar year. Upon the receipt of such returns the commissioner of insurance shall verify such returns and reconcile the fees pursuant to subsection (f) upon such organization on the basis and at the rate provided in this section.

(d) Premiums or other charges received by an insurance company from the operation of a health maintenance organization subject to this act shall not be subject to any fee or tax imposed under the provisions of K.S.A. 40-252, and amendments thereto.

(e) Fees charged under this section shall be remitted to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury to the credit of the medical assistance fee fund created by K.S.A. 40-3236, and amendments thereto.

(f) (1) ~~On and after January 1, 2018,~~ In addition to any other filing or return required by this section, each health maintenance organization shall submit a report to the commissioner on or before March 31 and September 30 of each year containing an estimate of the total amount of all premiums, subscription charges or any other term that may be used to describe the charges made by such organization to enrollees that the organization expects to collect during the current calendar year. Upon filing each March 31 report, the organization shall submit payment equal to ½ of the privilege fee that would be assessed by the commissioner for the current calendar year based upon the organization's reported estimate. Upon filing each September 30 report, the organization shall submit payment equal to the balance of the privilege fee that would be assessed by the commissioner for the current calendar year based upon the organization's reported estimates.

(2) Any amount of privilege fees actually owed by a health maintenance organization during any calendar year in excess of estimated privilege fees paid shall be assessed by the commissioner and shall be due and payable upon issuance of such assessment.

(3) Any amount of estimated privilege fees paid by a health maintenance organization during any calendar year in excess of privilege fees actually owed shall be reconciled when the commissioner assesses privilege fees in the ensuing calendar year. The commissioner shall credit such excess amount against future privilege fee assessments. Any such excess amount paid by a health maintenance organization that is no longer doing business in Kansas and that no longer has a duty to pay the privilege fee shall be refunded by the commissioner from funds appropriated by the legislature for such purpose.

Sec. 16. K.S.A. 65-6207 is hereby amended to read as follows: 65-6207. As used in K.S.A. 65-6207 ~~to~~ *through* 65-6220, ~~inclusive,~~ and amendments thereto, ~~the following have the meaning respectively ascribed thereto,~~ unless the context requires otherwise:

(a) *"Annual hospital medicaid expansion surcharge" means the product of the number of unduplicated medicaid expansion enrollees multiplied by $233.*

(b) "Assessment revenues" means the revenues generated directly by the assessment and surcharge imposed by K.S.A. 65-6208 and 65-6213, and amendments thereto, any penalty assessments and all interest credited to the fund under this act and any federal matching funds obtained through the use of such assessments, surcharges, penalties and interest amounts.

(c) "Department" means the Kansas department for aging and disability services or the ~~Kansas~~ department of health and environment, or both.

~~(b)~~*(d)* "Fund" means the health care access improvement fund.

~~(c)~~*(e)* "Health maintenance organization" ~~has the meaning~~ *means the same as* provided in K.S.A. 40-3202, and amendments thereto.

~~(d)~~*(f)* "Hospital" ~~has the meaning~~ *means the same as* provided in K.S.A. 65-425, and amendments thereto.

~~(e)~~*(g)* "Hospital provider" means a person licensed by the department of health and environment to operate, conduct or maintain a hospital, regardless of whether the person is a federal medicaid provider.

~~(f)~~*(h)* "Pharmacy provider" means an area, premises or other site where drugs are offered for sale, where there are pharmacists, as defined in K.S.A. 65-1626, and amendments thereto, and where prescriptions, as defined in K.S.A. 65-1626, and amendments thereto, are compounded and dispensed.

~~(g) "Assessment revenues" means the revenues generated directly by the assessments imposed by K.S.A. 65-6208 and 65-6213, and amendments thereto, any penalty assessments and all interest credited to the fund under this act, and any federal matching funds obtained through the use of such assessments, penalties and interest amounts~~

(i) "Unduplicated medicaid expansion enrollee" means each individual who becomes eligible for and enrolls in the Kansas program of medical assistance under K.S.A. 39-709, and amendments thereto, and is eligible for a 90% federal medical assistance percentage pursuant to 42 U.S.C. § 1396d(y)(1).

Sec. 17. K.S.A. 2023 Supp. 65-6208 is hereby amended to read as follows: 65-6208. (a) Subject to the provisions of K.S.A. 65-6209, and amendments thereto, an annual assessment on services is imposed on each hospital provider in an amount not less than 1.83% of each hospital's net inpatient operating revenue and not greater than 3% of each hospital's net inpatient and outpatient operating revenue, as determined by the healthcare access improvement panel in consultation with the department of health and environment, for the hospital's fiscal year three years prior to the assessment year. In the event that a hospital does not have a complete 12-month fiscal year in such third prior fiscal year, the assessment under this section shall be $200,000 until such date that such hospital has completed the hospital's first 12-month fiscal year. Upon completing such first 12-month fiscal year, such hospital's assessment under this section shall be the amount not less than 1.83% of each hospital's net inpatient operating revenue and not greater than 3% of such hospital's net inpatient and outpatient operating revenue, as determined by the healthcare access improvement panel in consultation with the department of health and environment, for such first completed 12-month fiscal year.

(b) *(1) On and after January 1, 2027, an annual hospital medicaid expansion support surcharge shall be imposed on each hospital provider in an amount equal to its proportionate share as determined by the healthcare access improvement panel in accordance with K.S.A. 65-6218(d), and amendments thereto, except that such surcharge shall not exceed $35,000,000 for any calendar year and no surcharge shall be imposed for any period after the federal medical assistance percentage described in 42 U.S.C. § 1396d(y)(1) is lower than 90%. Upon final approval by the United States centers for medicare and medicaid services, notice of the amount of such surcharge shall be transmitted by the healthcare access improvement panel to the department. Upon receipt of such notice, the department shall promptly provide notice to each hospital provider in accordance with K.S.A. 65-6211(b), and amendments thereto.*

(2) The department of health and environment shall submit to the

United States centers for medicare and medicaid services any approval request necessary to implement the surcharge authorized by this subsection and shall not impose such surcharge prior to receiving approval by the United States centers for medicare and medicaid services and publishing such approval.

(c) Nothing in this act shall be construed to authorize any home rule unit or other unit of local government to license for revenue or impose a tax or assessment upon hospital providers or a tax or assessment measured by the income or earnings of a hospital provider.

~~(c)~~*(d)* (1) The department of health and environment shall submit to the United States centers for medicare and medicaid services any approval request necessary to implement the amendments made to subsection (a) by section 1 of chapter 7 of the 2020 Session Laws of Kansas and this act. If the department has submitted such a request pursuant to section 80(l) of chapter 68 of the 2019 Session Laws of Kansas or section 1 of chapter 7 of the 2020 Session Laws of Kansas, then the department may continue such request, or modify such request to conform to the amendments made to subsection (a) by section 1 of chapter 7 of the 2020 Session Laws of Kansas and this act, to fulfill the requirements of this paragraph.

(2) The secretary of health and environment shall certify to the secretary of state the receipt of such approval and cause notice of such approval to be published in the Kansas register.

(3) The amendments made to subsection (a) by section 1 of chapter 7 of the 2020 Session Laws of Kansas and this act shall take effect on and after January 1 or July 1 immediately following such publication of such approval.

Sec. 18. K.S.A. 2023 Supp. 65-6209 is hereby amended to read as follows: 65-6209. (a) A hospital provider that is a state agency, the authority, as defined in K.S.A. 76-3304, and amendments thereto, a state educational institution, as defined in K.S.A. 76-711, and amendments thereto, a critical access hospital, as defined in K.S.A. 65-468, and amendments thereto, or a rural emergency hospital licensed under the rural emergency hospital act, K.S.A. 2023 Supp. 65-481 et seq., and amendments thereto, is exempt from the assessment imposed by K.S.A. 65-6208*(a)*, and amendments thereto*, but not the surcharge imposed by K.S.A. 65-6208(b), and amendments thereto*.

(b) A hospital operated by the department in the course of performing its mental health or developmental disabilities functions is exempt from the assessment imposed by K.S.A. 65-6208*(a)*, and amendments thereto*, but not the surcharge imposed by K.S.A. 65-6208(b), and amendments thereto*.

Sec. 19. K.S.A. 65-6210 is hereby amended to read as follows: 65-6210. (a) The assessment imposed by K.S.A. 65-6208*(a)*, and amendments thereto, for any state fiscal year to which this statute applies shall be due and payable in equal installments on or before June 30 and December 31, commencing with whichever date first occurs after the hospital has received payments for 150 days after the effective date of the payment methodology approved by the centers for medicare and medicaid services. *The surcharge imposed by K.S.A. 65-6208(b), and amendments thereto, for any state fiscal year to which this statute applies shall be due and payable in installments on or before June 30 and December 31, commencing with June 30, 2027. The payment made by each hospital provider on or before June 30 shall be in an amount not less than $^1/_3$ of such hospital provider's proportionate share determined in accordance with K.S.A. 65-6218(d), and amendments thereto. The payment made by each hospital provider on or before December 31 shall be the remainder of the amount owed for such hospital provider's proportionate share.* No installment payment of an assessment under this act shall be due and payable, however, until after:

(1) The hospital provider receives written notice from the department that the payment methodologies to hospitals required under this act have been approved by the centers for medicare and medicaid services of the United States department of health and human services under 42 C.F.R. § 433.68 for the assessment imposed by K.S.A. 65-6208, and amendments thereto, has been granted by the centers for medicare and medicaid services of the United States department of health and human services; and

(2) in the case of a hospital provider, the hospital has received payments for 150 days after the effective date of the payment methodology approved by the centers for medicare and medicaid services.

(b) The department is authorized to establish delayed payment schedules for hospital providers that are unable to make installment payments when due under this section due to financial difficulties, as determined by the department.

(c) If a hospital provider fails to pay the full amount of an installment when due, including any extensions granted under this section, there shall be added to the assessment *or surcharge* imposed by K.S.A. 65-6208*(a) or (b)*, and amendments thereto, unless waived by the department for reasonable cause, a penalty assessment equal to the lesser of:

(1) An amount equal to 5% of the installment amount not paid on or before the due date plus 5% of the portion thereof remaining unpaid on the last day of each month thereafter; or

(2) an amount equal to 100% of the installment amount not paid on or before the due date.

For purposes of subsection (c), payments will be credited first to unpaid installment amounts, rather than to penalty or interest amounts, beginning with the most delinquent installment.

(d) The effective date for the payment methodology applicable to hospital providers approved by the centers for medicare and medicaid services shall be the date of July 1 or January 1, whichever date is designated in the state plan submitted by the department of health and environment for approval by the centers for medicare and medicaid services.

Sec. 20. K.S.A. 65-6211 is hereby amended to read as follows: 65-6211. (a) After December 31 of each year, except as otherwise provided in this subsection, and on or before March 31 of the succeeding year, the department shall send a notice of assessment *imposed under K.S.A. 65-6208(a), and amendments thereto,* to every hospital provider subject to assessment under this act. ~~(b)~~ The hospital provider notice of assessment shall notify the hospital provider of its assessment for the state fiscal year commencing on the next July 1.

(b) On or before April 30 and October 31 of each year, the department shall send a notice of surcharge imposed under K.S.A. 65-6208(b), and amendments thereto, to each hospital provider subject to the surcharge. The department shall send the first such notice on or before April 30, 2027.

(c) If a hospital provider operates, conducts or maintains more than one licensed hospital in the state, the hospital provider shall pay ~~the~~ *any* assessment *or surcharge imposed under K.S.A. 65-6208(a) or (b), and amendments thereto,* for each hospital separately.

(d) Notwithstanding any other provision in this act, in the case of a person who ceases to operate, conduct or maintain a hospital ~~in respect of~~ *for* which the person is subject to assessment in K.S.A. 65-6208*(a)*, and amendments thereto, as a hospital provider, the assessment for the state fiscal year in which the cessation occurs shall be adjusted by multiplying the assessment computed under K.S.A. 65-6208*(a)*, and amendments thereto, by a fraction, the numerator of which is the number of the days during the year during which the provider operates, conducts or maintains a hospital and the denominator of which is 365. Immediately upon ceasing to operate, conduct or maintain a hospital, the person shall pay the adjusted assessment for that state fiscal year, to the extent not previously paid.

(e) *Notwithstanding any other provision in this act, in the case of a person who ceases to operate, conduct or maintain a hospital for which the person is subject to surcharge in K.S.A. 65-6208(b), and amendments thereto, as a hospital provider, the surcharge for the six-month period in which the cessation occurs shall be adjusted by multiplying the surcharge computed under K.S.A. 65-6208(b), and amendments thereto, by a fraction, the numerator of which is the number of the days during the six months during which the provider operates, conducts or maintains a hospital and the denominator of which is the days in the same six-month* *period. Immediately upon ceasing to operate, conduct or maintain a hospital, the person shall pay the adjusted assessment for that six-month period, to the extent not previously paid.*

(f) Notwithstanding any other provision in this act, a person who commences operating, conducting or maintaining a hospital shall pay the assessment computed under ~~subsection (a) of~~ K.S.A. 65-6208*(a)*, and amendments thereto, in installments on the due dates stated in the notice and on the regular installment due dates for the state fiscal year occurring after the due dates of the initial notice.

Sec. 21. K.S.A. 65-6212 is hereby amended to read as follows: 65-6212. (a) The assessment imposed by K.S.A. 65-6208*(a)*, and amendments thereto, shall not take effect or shall cease to be imposed and any moneys remaining in the fund attributable to assessments imposed under K.S.A. 65-6208*(a)*, and amendments thereto, shall be refunded to hospital providers in proportion to the amounts paid by them if the payments to hospitals required under ~~subsection (a) of~~ K.S.A. 65-6218*(a)*, and amendments thereto, are changed or are not eligible for federal matching funds under title XIX or XXI of the federal social security act.

(b) The assessment *and surcharge* imposed by K.S.A. 65-6208*(a) and (b)*, and amendments thereto, shall not take effect or shall cease to be imposed if the assessment is determined to be an impermissible tax under title XIX of the federal social security act. Moneys in the health care access improvement fund *or the hospital medicaid expansion support surcharge fund* derived from assessments *or surcharges* imposed prior thereto shall be disbursed in accordance with ~~subsection (a) of~~ K.S.A. 65-6218*(a) or (b)*, and amendments thereto, to the extent that federal matching is not reduced due to the impermissibility of the assessments *or surcharges,* and any remaining moneys shall be refunded to hospital providers in proportion to the amounts paid by them.

Sec. 22. K.S.A. 65-6217 is hereby amended to read as follows: 65-6217. (a) There is hereby created in the state treasury the health care access improvement fund~~, which~~. *Such fund* shall be administered by the secretary of health and environment. All moneys received for the assessments imposed by K.S.A. 65-6208*(a)* and 65-6213, and amendments thereto, including any penalty assessments imposed thereon, shall be remitted to the state treasurer in accordance with K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury to the credit of the health care access improvement fund. All expenditures from the health care access improvement fund shall be made in accordance with appropriation acts upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the secretary of health and environment or the secretary's designee.

(b) *There is hereby created in the state treasury the hospital medicaid expansion support surcharge fund to be administered by the secretary of health and environment. All moneys received for the surcharge imposed by K.S.A. 65-6208(b), and amendments thereto, including any penalty assessments imposed thereon, shall be remitted to the state treasurer in accordance with K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount into the state treasury to the credit of the hospital medicaid expansion support surcharge fund. All expenditures from the hospital medicaid expansion support surcharge fund shall be made in accordance with appropriation acts upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the secretary of health and environment or the secretary's designee.*

(c) The ~~fund~~ *funds* shall not be used to replace any moneys appropriated by the legislature for the department's medicaid program.

~~(c)~~*(d)* The ~~fund is~~ *funds are* created for the purpose of receiving moneys in accordance with this act and disbursing moneys only for the purpose of improving health care delivery and related health activities, notwithstanding any other provision of law.

~~(d)~~*(e)* On or before the 10th day of each month, the director of accounts and reports shall transfer from the state general fund to the health care access improvement fund *and the hospital medicaid expansion support surcharge fund* interest earnings based on:

(1) The average daily balance of moneys in ~~the health care access improvement~~ *each such* fund for the preceding month; and

(2) the net earnings rate of the pooled money investment portfolio for the preceding month.

~~(e)~~*(f)* The ~~fund~~ *funds* shall consist of the following:

(1) All moneys collected or received by the department from the hospital provider assessment *and surcharge* and the health maintenance organization assessment imposed by this act;

(2) any interest or penalty levied in conjunction with the administration of this act; and

(3) all other moneys received for the ~~fund~~ *funds* from any other source.

~~(f)~~*(g)* (1) On July 1 of each fiscal year, the director of accounts and reports shall record a debit to the state treasurer's receivables for the health care access improvement fund and shall record a corresponding credit to the health care access improvement fund in an amount certified by the director of the budget ~~which~~ *that* shall be equal to the sum of 80% of the moneys estimated by the director of the budget to be received from the assessment imposed on hospital providers pursuant to K.S.A. 65-6208*(a)*, and amendments thereto, and credited to the health care access improvement fund during such fiscal year, plus 53% of the moneys estimated by the director of the budget to be received from the assessment imposed on health maintenance organizations pursuant to K.S.A. 65-6213, and amendments thereto, and credited to the health care access improvement fund during such fiscal year, except that such amount shall be proportionally adjusted during such fiscal year with respect to any change in the moneys estimated by the director of the budget to be received for such assessments *under K.S.A. 65-6208(a) and 65-6213, and amendments thereto*, deposited in the state treasury and credited to the health care access improvement fund during such fiscal year. Among other appropriate factors, the director of the budget shall take into consideration the estimated and actual receipts from such assessments for the current fiscal year and the preceding fiscal year in determining the amount to be certified under this ~~subsection (f)~~ *paragraph*. All moneys received for the assessments imposed pursuant to K.S.A. 65-6208*(a)* and 65-6213, and amendments thereto, deposited in the state treasury and credited to the health care access improvement fund during a fiscal year shall reduce the amount debited and credited to the health care access improvement fund under this ~~subsection (f)~~ *paragraph* for such fiscal year.

(2) *On July 1 of each fiscal year, the director of accounts and reports shall record a debit to the state treasurer's receivables for the hospital medicaid expansion support surcharge fund and shall record a corresponding credit to the hospital medicaid expansion support surcharge fund in an amount certified by the director of the budget that shall be equal to 100% of the moneys estimated by the director of the budget to be received from any surcharge imposed on hospital providers in accordance with K.S.A. 65-6208(b), and amendments thereto, and credited to the hospital medicaid expansion support surcharge fund during such fiscal year, except that such amount shall be proportionally adjusted during such fiscal year with respect to any change in the moneys estimated by the director of the budget to be received for such surcharge in accordance with K.S.A. 65-6208(b), and amendments thereto, deposited in the state treasury and credited to the hospital medicaid expansion support surcharge fund during such fiscal year. Among other appropriate factors, the director of the budget shall take into consideration the estimated and actual receipts from such surcharge for the current fiscal year and the preceding fiscal year in determining the amount to be certified under this paragraph. All moneys received for the surcharge imposed under K.S.A. 65-6208(b), and amendments thereto, deposited in the state treasury and credited to the hospital medicaid expansion support surcharge fund during a fiscal year shall reduce the amount debited and credited to the hospital medicaid expansion support surcharge fund under this paragraph for such fiscal year.*

(3) On June 30 of each fiscal year, the director of accounts and reports shall adjust the amounts debited and credited to the state treasurer's receivables and to the health care access improvement fund *and the hospital medicaid expansion support surcharge fund* pursuant to this subsection ~~(f)~~, to reflect all moneys actually received for the assessments *and surcharge* imposed pursuant to K.S.A. 65-6208 and 65-6213, and amendments thereto, deposited in the state treasury and credited to the health care access improvement fund *and the hospital medicaid expansion support surcharge fund* during the current fiscal year.

~~(3)~~*(4)* The director of accounts and reports shall notify the state treasurer of all amounts debited and credited to the health care access improvement fund *and the hospital medicaid expansion support surcharge fund* pursuant to this subsection ~~(f)~~ and all reductions and adjustments thereto made pursuant to this subsection ~~(f)~~. The state treasurer shall enter all such amounts debited and credited and shall make reductions and adjustments thereto on the books and records kept and maintained for the health care access improvement fund by the state treasurer in accordance with the notice thereof.

Sec. 23. K.S.A. 2023 Supp. 65-6218 is hereby amended to read as follows: 65-6218. (a) (1) Assessment revenues generated from the hospital provider assessments *under K.S.A. 65-6208(a), and amendments thereto,* shall be disbursed as follows:

(A) Not less than 80% of assessment revenues shall be disbursed to hospital providers through a combination of medicaid access improvement payments and increased medicaid rates on designated diagnostic related groupings, procedures or codes;

(B) not more than 20% of assessment revenues shall be disbursed to providers who are persons licensed to practice medicine and surgery or dentistry through increased medicaid rates on designated procedures and codes; and

(C) not more than 3.2% of hospital provider assessment revenues shall be used to fund healthcare access improvement programs in undergraduate, graduate or continuing medical education, including the medical student loan act.

(2) On July 1 of each year, the department of health and environment, with approval of the healthcare access improvement panel, shall make adjustments to the disbursement of moneys in accordance with this subsection to cause such disbursements to be paid solely from moneys appropriated from the healthcare access improvement fund. The healthcare access improvement fund shall not be supplemented by appropriations from the state general fund for the purpose of making disbursements under this subsection.

(b) *Surcharge revenues generated from the hospital medicaid* *expansion support surcharge under K.S.A. 65-6208(b), and amendments thereto, shall be disbursed to offset the costs to the state related to medicaid expansion beneficiaries as calculated in K.S.A. 65-6207(a), and amendments thereto.*

(c) For the purposes of administering and selecting the disbursements described in ~~subsections~~ *subsection* (a)~~ and (b)~~*, oversight of the calculation of the annual hospital medicaid expansion support payment and any surcharge under K.S.A. 65-6208(b), and amendments thereto*, the healthcare access improvement panel is hereby established. The panel shall consist of the following: Three members appointed by the Kansas hospital association, two members appointed by the Kansas medical society, one member appointed by each health maintenance organization that has a medicaid managed care contract with the department of health and environment, one member appointed by the community care network of Kansas, one member appointed by the president of the senate, one member appointed by the speaker of the house of representatives, one member from the office of the medicaid inspector general appointed by the attorney general and one representative of the department of health and environment appointed by the governor. The panel shall elect a chairperson from among the members appointed by the Kansas hospital association. A representative of the panel shall be required to make an annual report to the legislature regarding the collection and distribution of all funds received and distributed under this act, and such report shall include analysis demonstrating that disbursements made in accordance with subsection (a) are budget neutral to the state general fund.

~~(c)~~*(d) The panel shall use the following procedure to approve collection of surcharge revenues under K.S.A. 65-6208(b), and amendments thereto, for each calendar year beginning with calendar year 2027 based upon the total number of unduplicated medicaid expansion enrollees for such year:*

(1) By March 31 and September 30, the department shall certify to the panel the total number of unduplicated medicaid expansion enrollees using data from the most recent end-of- month report.

(2) The panel shall review the number certified by the department, consult with the department regarding any proposed deletions and certify the final number of unduplicated medicaid expansion enrollees by April 15 and October 15.

(3) Each hospital's share of the annual hospital medicaid expansion support surcharge shall be determined by the panel based upon such hospital's proportion of total hospital revenues. The panel shall certify to the department the amount of each hospital's surcharge by April 30 and October 31. The surcharge for any hospital that has not yet filed a medicare cost report shall pay the lowest surcharge payable by its hospital

licensure category as defined by K.S.A. 65-425, and amendments thereto.

(4) For purposes of this subsection, the total surcharge revenues to be certified for any calendar year shall not exceed $35,000,000, and any annual hospital medicaid expansion support surcharge in excess of $35,000,000 shall be disregarded.

(5) As used in this subsection:

(A) "Total hospital revenues" means the sum of inpatient and outpatient revenues for all hospital providers as reflected in the applicable medicare cost report.

(B) "Applicable medicare cost report" means, for calendar year 2025, such report filed by each hospital for calendar year 2023 or, if the hospital did not file a medicare cost report for calendar year 2023, the first year that the hospital filed a medicare cost report. For each calendar year after 2025, the applicable medicare cost report shall advance by one year.

~~(1)~~*(e)* The department of health and environment shall submit to the United States centers for medicare and medicaid services any approval request necessary to implement the amendments made to this section by ~~this act~~ *section 2 of chapter 7 of the 2020 Session Laws of Kansas*. If the department has submitted such a request pursuant to section 80(l) of chapter 68 of the 2019 Session Laws of Kansas, then the department may continue such request, or modify such request to conform to the amendments made to subsections (a) and (b) by this act, to fulfill the requirements of this paragraph.

~~(2)~~*(f)* The secretary of health and environment shall certify to the secretary of state the receipt of such approval and cause notice of such approval to be published in the Kansas register.

~~(3) The amendments made to subsections (a) and (b) by this act shall take effect on and after January 1 or July 1 immediately following such publication of such approval.~~

Sec. 24. K.S.A. 39-7,160, 40-3213, 65-6207, 65-6210, 65-6211, 65-6212 and 65-6217 and K.S.A. 2023 Supp. 65-6208, 65-6209 and 65-6218 are hereby repealed.

Sec. 25. This act shall take effect and be in force from and after its publication in the Kansas register.

CITY OF Russell

CITY COUNCIL AGENDA FORM

Meeting Date: March 5, 2024

Agenda Item Title: Consider Bids for Well Rehabilitation

Department: Water

Presenter: Randy Baker

Background:

An annual maintenance program for the wells at Pfeifer was started in 2011, where a rotation of certain wells are rehabilitated each year. As part of this process, the submersible pump is first tested then removed. The well screens and the water bearing formations are chemically treated and then cleaned with a disinfectant solution to bring back a safe level quality water. The permanent pump is reinstalled and a short test is completed with a finished report.

A request for bids to rehabilitate two wells #2 & #3 and an optional bid of pump inspection and cleaning for each, were sent to vendors that have completed water well rehabilitation for the city in the past.

Downey Drilling Inc. with the option, $20,900.00

Layne Christensen Co. bid, with the option, $39,650.00

Clarke well & Equipment, declined to bid.

Funding Source: Water Reserve Fund

City Attorney Review/Comment: N/A

Options:

1. Approve the low bid from Downey Drilling Inc. with the option, $20,900.00.

2. Approve the bid from Layne Christensen Co. bid, with the option, $39,650.00.

3. Reject all bids and provide staff with alternate direction.

Staff Recommendations: Approve the low bid from Downey Drilling to include option 1, for the rehabilitation of well #2 and #3 in the amount of $20,900.00.

Attachments:

2024 Well Rehab Downey Drilling

Layne Christensen Bid Packet Pfeifer Wellfield Rehabilitation 2024

City of Russell

Request for Bids

Rehabilitation of Two Municipal Water Wells

Date of Issue: 2/15/2024
Bid Due Date: 2/26/2024

Introduction
The City of Russell is requesting bids for rehabilitation of two municipal water wells #2 and #3 located at the Pfeifer Wellfield. Bids will be accepted until 5:00 February 26th, 2024, at the City Building, 133 W. 8th St., PO Box 112, Russell KS 67665 or by email at randy@russellcity.org.

This attached written Request for Bids (RFB) states the scope of the City of Russell requirements and specifies general rules preparing the bid.

The bid should clearly demonstrate how the vendor can best satisfy the requirements of the City of Russell. The City of Russell shall reserve the right to award the purchase order which is most advantageous to the City of Russell.

Rules of Preparation
The submitted bid must follow the rules and format established within this RFB. Adherence to these rules will ensure a fair and objective analysis of all bids. Failure to comply with any portion of this request may result in rejection of a bid.

Vendor Inquiries
The Water Utility Department of the City of Russell has prepared this RFB and has designated Water Utility Director Randy Baker as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFB to the project manager.

Randy Baker
City of Russell
Water Utility Director
133 W 8th St.
785-483-6311
randy@russellcity.org

To ensure a timely response, questions should be emailed to the Project Manager at the specified address listed above.

Submission of Bids
Please prepare and submit one (1) original and one (1) copy of the bid if mailing or a completed return Request for Bid form documents. Completed bids should be clearly marked **"Pfeifer Well Field 2024"** in bold or highlighted text with strict instructions not to open until the due date and be submitted to the Project Manager by the due date.

Bids received after the above date and time will be considered late and will not be accepted. Responses will be evaluated objectively based on the vendor's response to the RFB.

The City of Russell will not pay costs incurred in the bid preparation including but not limited to the costs for printing, demonstration, negotiations process, etc. All costs for the preparation of the bid shall be borne by the proposing vendor.

Notification of Withdrawal of Bid
Bids may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for bid submission. Otherwise, bids will be considered valid for at least sixty (60) days from the opening date. Submitted bids will become the property of the City of Russell after the bid submission deadline.

Minimum Specifications and Scope of Project
See Attachment "B" for Bid Instructions and Minimum Specifications

Contractual Obligations
The successful vendor will be required to accept a purchase order from the City of Russell in which the vendor will undertake certain obligations. These obligations include, but are not limited to, the following:

Insurance – The successful vendor shall maintain and shall require all its subcontractors to maintain general aggregate insurance with limits of not less than $1,000,000 per accident.

Costs – All costs are to be stated in exact amounts. All costs must be detailed specifically in the vendor cost summary section of the bid; no additional charges (e.g., for sales tax, container packing, installation, training, out-of-pocket expense, etc.) will be allowed unless so specified in the bid.

Selection – The final award is subject to the City of Russell's purchasing policy.

Right of the City of Russell to Reject Bids
The City of Russell reserves the right to reject all bids or any part of any bids, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the City of Russell may deem necessary in its best interest. The City also reserves the right to negotiate with any vendor, all or part of any bid that is in the best interest of the City.

Non-limitations to RFB
The format of the RFB must be followed and all requested information must be submitted as indicated; however, the City of Russell is receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFB terms and conditions must be included in writing in the bid.

Interpretations and addenda
No interpretation made to any respondent as to the meaning of the RFB shall be binding on the City of Russell unless repeated in writing and distributed as an addendum by the City of Russell. Interpretations and/or clarification shall be requested in writing from the Project Manager.

Bid Response Format
In order to facilitate the analysis of response to this RFB, vendors are required to prepare their bid in accordance with the instructions outlined in this section. Each vendor is required to submit the bid documents in response to the RFB in a sealed envelope. Vendors whose bids deviate from these instructions may be considered nonresponsive and may be disqualified at the discretion of the City of Russell.

Bids should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFB. Expensive bindings, promotional material, etc., are not necessary or desired.
Emphasis should be concentrated on accuracy, completeness, and clarity of content. The bid should be submitted on the Bid Sheet provided in Attachment "C".

Confidentiality of Documents
All responses to the RFB submitted by vendors shall be deemed public documents at the time opened by the City of Russell. The RFB is intended to be worded in a manner so as not to elicit proprietary information from the vendor. If proprietary information is submitted as part of the bid, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Russell to the submitter. Any bid that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

Legal Notice
The City of Russell reserves the right to reject any, and all bids and waive any or all technicalities, as determined by the City Manager of the City of Russell.

The City of Russell expects a professional job, done commensurate with the standards and practices of the profession/or business.

All persons awarded and/or entering purchase orders with the City of Russell shall be subject to and required to comply with all applicable City, State and Federal provisions.

ATTACHMENT B

CITY OF RUSSELL
Water Production

BID INSTRUCTIONS
FOR
Rehabilitation of two Municipal Water Wells

GENERAL
The specifications that follow shall apply to the rehabilitation of two municipal water wells for the City of Russell, Kansas. The City reserves the right to waive minor technicalities under this specification.

The bidder agrees, if his proposal is accepted, to guarantee the design, material and workmanship of the rehabilitation according to the standard warranty. **A copy of the warranty shall accompany the bid.** All service called for in the standard warranty shall apply without exception. Warranty coverage shall include costs incurred in the transportation to the Pfeifer Well Field to and from the vendors shop, if required, or travel time and expenses to and from the City of Russell's facilities, should warranty work be performed in the field.

Complete specifications and literature on the Water Well Rehabilitation shall accompany the bid. Any exceptions to these specifications shall be indicated on the bid or on a separate attachment to the bid, labeled as such.

Any "Or Approved Equal" or "equivalent" (OAE) items for brand specified components shall be listed with the bid package. Complete description and literature on the "equivalent" components shall be supplied for consideration by the City. The burden of proof regarding the "equivalent" shall be upon the vendor.

DELIVERY
The Water Well Rehabilitation must comply with all applicable Federal and State regulations. A minimum of three (3) business days' notice shall be given prior to work commences.

All costs associated with transportation will be bidder's responsibility.

The Pfeifer Well Rehabilitation comes up with missing equipment or failing to leave the landowners property as first entered, shall not be accepted and shall become the vendor's responsibility.

TECHNICAL SERVICE
The services of a competent technician, thoroughly knowledgeable in the use, operation and servicing of the Water Wells shall test the Water Well for satisfactory performance upon completion.

ITEM SPECIFICATIONS
MUNICIPAL WATER WELL REHABILITION OF WELLS #2 & #3

SHOW MFG. AND CHEMICAL OFFERED: NW-310 Johnson Screens

BASE BID – REHABILITION OF TWO MUNICIPAL WATER WELLS

If specification is met, indicate with a "**Y**" in the provided space. If exception is taken, bidder must indicate with an "**N**" and explain in the Comment section following the line-item specification.

All components and accessories shall be new, unused, serviced and ready for delivery.

PRE-WELL TREATMENT

(Y/N)
Item #

1) Y LABOR PRE-TEST, PUMP REMOVAL, SCOURING, INJECTION, AND AGITATION
Comments: ______

2) Y CHEMICALS AMOUNT, MATERIAL SAFETY DATA PROVIDED, AND WASTE-REMOVAL
Comments: ______

3) Y CHLORINE TREATMENT TO NEUTRALIZE
Comments: ______

POST WELL TREATMENT

3) Y INSTALL WORKING PERMANENT PUMP, COMPLETE PUMPING TEST REPORT
Comments: ______

OPTIONS

The following item shall be bid as **OPTIONS** and shall be quoted individually as indicated on the Bid Form and shall reflect those costs in addition to the **BASE BID**. It shall be understood that the City of Russell may select any variety of the listed options. PUMP CLEANING AND INSPECTION

TAXES: This purchase is tax exempt. Appropriate certification will be supplied to vendor upon request.

ATTACHMENT C

BID SHEET
REHABILITION OF TWO MUNICIPAL WATER WELLS

Name of Treatment: NW-310

APPROXIMATE DELIVERY DATE: Spring/Summer 2024

ALL OPTIONS SHALL REFLECT THOSE COSTS IN ADDITION TO THE BASE BID

ATTACH BID QUOTATION SHEET OF TREATMENT LABOR, AND CHEMICAL TREATMENT PER WELL

	PER PRICE		TOTAL
BASE BID- Per Well Water Well Rehabilitation	$ 10,250	TWO WELLS	$ 20,500
OPTIONS PUMP CLEANING AND INSPECTION	$ 200	TWO WELLS	$ 400
TOTAL BID			$ 20,900

REPRESENTATIVE Adam Messenger

COMPANY Downey Drilling Inc.

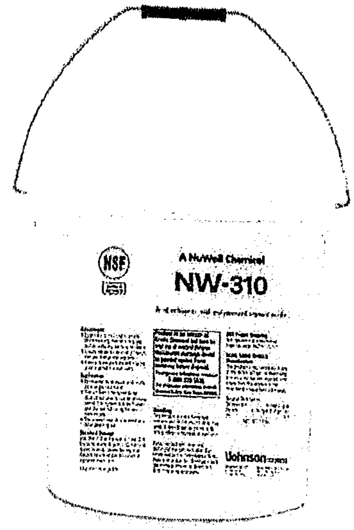
ADDRESS 525 Industrial Drive Garden City KS 67846

TELEPHONE NUMBER 308 324 2303 DATE 2-23-24

COMMENTS We propose to have two wells Out of service at once. Pumps will be power washed clean.

Nu-Well 310

Bioacid Dispersant



Description

Nu-Well 310 bioacid dispersant is a unique polymeric-acid chemistry that is the most effective product available for breaking down biofilm and dispersing mineral salts. Nu-Well 310 bioacid dispersant provides a considerable boost to any acid-cleaning operation, is readily biodegradable and may be used to treat potable water systems and related equipment. Maintains the acid reaction, holding minerals in suspension at pH levels of 3.0 and higher. Controls sludging by preventing re-precipitation or adhesion, for thorough removal of biological material during flushing.

- Dislodges biofilm masses associated with iron oxidizing, sulfate-reducing and more prevalent slime forming bacteria, which are not removed by mineral acids alone
- Sequesters iron and inhibits corrosion on metal surfaces. Iron sequestering allows the chemical solution to remove heavy accumulation of iron compounds, often the cause of fouling water systems
- Protects all forms of metal in the system and will not attack plastic, neoprene or other synthetic materials, eliminating the need for acid inhibitors
- Provides passivation of metals when used with phosphoric acid
- NSF approved for cleaning potable water wells, pipelines and filter systems

Application

Nu-Well 310 bioacid dispersant is designed for use with acid solutions to enhance the acid cleaning reaction and improve the overall cleaning. Standard dosage is 3 percent (1 to 2 percent for maintenance). Dosage of Nu-Well 310 bioacid dispersant can range from 0.5 to 5 percent (by weight) of treatment volume.

Optimal concentration depends on the type and severity of the fouling and degree of impaction on the wells efficiency. It is recommended that well construction and performance history be submitted, along with water samples for lab analysis, to properly determine dosage on large municipal and industrial wells.

1. Surface prepare a solution of water, acid and Nu-Well 310 bioacid dispersant equal to approximately 40 percent of the total static volume into a vessel of appropriate size. First add water, then acid, then Nu-Well 310 biocacid dispersant. **(Note: NEVER add water to acid! DO NOT mix Nu-Well 310 bioacid dispersant directly to commercial concentrations of liquid acid, as polymer destruction may occur.)**
2. Place the surface-solution evenly across the intake zone, ensuring contact with affected areas at the recommended concentration. Agitate the cleaning solution to enhance the effectiveness of cleaning
3. The solution should remain in contact for 18 to 48 hours, depending on the nature of the deposit. Monitor the pH and keep it below 3.0 during treatment. If additional acid is needed (to lower pH), add an amount equal to approximately 20 percent of the initial amount of acid applied
4. Discharge the acid solution from the well, neutralize at the surface and dispose in accordance with local regulations

Nu-Well 320

Biocaustic Dispersant

Description

Nu-Well 320 biocaustic dispersant is designed to enhance solubility of minerals and biological debris when used with caustic (alkaline) products for cleaning wells, potable water distribution lines or other structural systems. Water systems that are heavily fouled with bacteria are often cleaned with a strong caustic cleaner to help dissolve the biological matrix. While the caustic reaction effectively dissolves the polysaccharide exopolymer material (slime secreted by the bacteria), the high pH decreases the solubility of the mineral constituents, causing precipitation of mineral deposits in the area being cleaned.

For more information on Nu-Well 320, please visit **www.jswaterwell.com**

City of Russell

Request for Bids

Rehabilitation of
Two Municipal Water Wells

Date of Issue: 2/15/2024
Bid Due Date: 2/26/2024

Introduction
The City of Russell is requesting bids for rehabilitation of two municipal water wells #2 and #3 located at the Pfeifer Wellfield. Bids will be accepted until 5:00 February 26th, 2024, at the City Building, 133 W. 8th St., PO Box 112, Russell KS 67665 or by email at randy@russellcity.org.

This attached written Request for Bids (RFB) states the scope of the City of Russell requirements and specifies general rules preparing the bid.

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Rules of Preparation
The submitted bid must follow the rules and format established within this RFB. Adherence to these rules will ensure a fair and objective analysis of all bids. Failure to comply with any portion of this request may result in rejection of a bid.

Vendor Inquiries
The Water Utility Department of the City of Russell has prepared this RFB and has designated Water Utility Director Randy Baker as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFB to the project manager.

Randy Baker
City of Russell
Water Utility Director
133 W 8th St.
785-483-6311
randy@russellcity.org

To ensure a timely response, questions should be emailed to the Project Manager at the specified address listed above.

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Notification of Withdrawal of Bid
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The successful vendor will be required to accept a purchase order from the City of Russell in which the vendor will undertake certain obligations. These obligations include, but are not limited to, the following:

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The City of Russell reserves the right to reject all bids or any part of any bids, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the City of Russell may deem necessary in its best interest. The City also reserves the right to negotiate with any vendor, all or part of any bid that is in the best interest of the City.

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No interpretation made to any respondent as to the meaning of the RFB shall be binding on the City of Russell unless repeated in writing and distributed as an addendum by the City of Russell. Interpretations and/or clarification shall be requested in writing from the Project Manager.

Bid Response Format
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Legal Notice
The City of Russell reserves the right to reject any, and all bids and waive any or all technicalities, as determined by the City Manager of the City of Russell.

The City of Russell expects a professional job, done commensurate with the standards and practices of the profession/or business.

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ATTACHMENT B

CITY OF RUSSELL
Water Production

BID INSTRUCTIONS
FOR
Rehabilitation of two Municipal Water Wells

GENERAL

The specifications that follow shall apply to the rehabilitation of two municipal water wells for the City of Russell, Kansas. The City reserves the right to waive minor technicalities under this specification.

The bidder agrees, if his proposal is accepted, to guarantee the design, material and workmanship of the rehabilitation according to the standard warranty. **A copy of the warranty shall accompany the bid.** All service called for in the standard warranty shall apply without exception. Warranty coverage shall include costs incurred in the transportation to the Pfeifer Well Field to and from the vendors shop, if required, or travel time and expenses to and from the City of Russell's facilities, should warranty work be performed in the field.

Complete specifications and literature on the Water Well Rehabilitation shall accompany the bid. Any exceptions to these specifications shall be indicated on the bid or on a separate attachment to the bid, labeled as such.

Any "Or Approved Equal" or "equivalent" (OAE) items for brand specified components shall be listed with the bid package. Complete description and literature on the "equivalent" components shall be supplied for consideration by the City. The burden of proof regarding the "equivalent" shall be upon the vendor.

DELIVERY

The Water Well Rehabilitation must comply with all applicable Federal and State regulations. A minimum of three (3) business days' notice shall be given prior to work commences.

All costs associated with transportation will be bidder's responsibility.

The Pfeifer Well Rehabilitation comes up with missing equipment or failing to leave the landowners property as first entered, shall not be accepted and shall become the vendor's responsibility.

TECHNICAL SERVICE

The services of a competent technician, thoroughly knowledgeable in the use, operation and servicing of the Water Wells shall test the Water Well for satisfactory performance upon completion.

ITEM SPECIFICATIONS
MUNICIPAL WATER WELL REHABILITION OF WELLS #2 & #3

SHOW MFG. AND CHEMICAL OFFERED: ____Harcros Chemicals --Muriatic Acid_____________

BASE BID – REHABILITION OF TWO MUNICIPAL WATER WELLS

If specification is met, indicate with a "**Y**" in the provided space. If exception is taken, bidder must indicate with an "**N**" and explain in the Comment section following the line-item specification.

All components and accessories shall be new, unused, serviced and ready for delivery.

PRE-WELL TREATMENT

(Y/N)
Item #

1) __Y___ LABOR PRE-TEST, PUMP REMOVAL, SCOURING, INJECTION, AND AGITATION
Comments: ____
____
____

2)___Y___ CHEMICALS AMOUNT, MATERIAL SAFETY DATA PROVIDED, AND WASTE-REMOVAL
Comments: ____
____
____

3)___Y___CHLORINE TREATMENT TO NEUTRALIZE
Comments: ____
____
____

POST WELL TREATMENT

3)___Y___INSTALL WORKING PERMANENT PUMP, COMPLETE PUMPING TEST REPORT
Comments: ____
____
____

OPTIONS

The following item shall be bid as **OPTIONS** and shall be quoted individually as indicated on the Bid Form and shall reflect those costs in addition to the **BASE BID**. It shall be understood that the City of Russell may select any variety of the listed options. PUMP CLEANING AND INSPECTION

TAXES: This purchase is tax exempt. Appropriate certification will be supplied to vendor upon request.

ATTACHMENT C

BID SHEET
REHABILITION OF TWO MUNICIPAL WATER WELLS

Name of Treatment: ____Layne Christensen Well Rehab Treatment_______________________

APPROXIMATE DELIVERY DATE: ___ 60 days of notice to proceed____________________________

ALL OPTIONS SHALL REFLECT THOSE COSTS IN ADDITION TO THE BASE BID

ATTACH BID QUOTATION SHEET OF TREATMENT LABOR, AND CHEMICAL TREATMENT PER WELL

BASE BID- Per Well Water Well Rehabilitation	PER PRICE $__18,275__	TWO WELLS	TOTAL $__36,550__
<u>OPTIONS</u> PUMP CLEANING AND INSPECTION	$___1,550_______	TWO WELLS	$__3,100________
TOTAL BID			$__39,650________

REPRESENTATIVE____________Scott Bush - Account Manager_________________________________

COMPANY____________Layne Christensen Company____

ADDRESS__________1011 W Harry St, Wichita, KS 67213______________________________________

TELEPHONE NUMBER_______(816) 656-0711______________DATE_____02/26/24________________

COMMENTS______Layne's bid is based on the client allowing Layne to immediately work on a well following the installation of the pump on a previous well, with no downtime or waiting period. Layne has assumed working on two wells per week Monday – Friday. Layne has not included any bacterial water samples. If downtime is required, or additional mobilizations are needed then additional fees will be incurred. The optional pump cleaning and inspection will require Layne to take the pumps offsite to clean and inspect. Layne has only included visual inspection onsite in our base bid. After visual onsite inspection, if additional repairs are necessary, prior written approval from the client will be required for Layne to initiate the repairs. Labor or materials needed to repair the pumping equipment has not been included.

____

CITY COUNCIL AGENDA FORM

Meeting Date:	March 5, 2024
Agenda Item Title:	Deines Cultural Center Elevator Repair
Department:	City Clerk
Presenter:	Ashley Mai

Background:	On January 18th, and again on January 21st, a water line break in the the building south of the Deines Cultural Center caused damage to the basement including the tile flooring, drywall, carpet, and elevator. The elevator has been non-functional since time of incident due to the damage. A claim with the insurance company was started. Quotes were received from TKE Elevator Corporation in the amount of $66,795.02 and Kone, Inc. in the amount of $25,007.00. Once the repairs listed are complete, additional work may be necessary as additional issues may be found once the elevator becomes operational.
Funding Source:	Deines Cultural Center Operating Budget Insurance
City Attorney Review/Comment:	2/29/2024
Options:	1. Accept the low bid from Kone, Inc in the amount of $25,007.00. 2. Provide staff with alternate direction. 3. Take no action.
Staff Recommendations:	Approve the low bid from Kone, Inc in the amount of $25,007.00 for the elevator repairs.

Attachments:
TKE Repair Estimate

Kone Repair Estimate

Water Damage Work Order

TKE

Deines Cultural Center

January 24, 2024

Purchaser: City Of Russell
Address: PO Box 112
Russell, KS 67665-0112

Location: Deines Cultural Center
Address: 820 N Main St
Russell, KS 67665-1932

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Sixty Six Thousand Seven Hundred Ninety Five Dollars and Two Cents ($66,795.02)** pursuant to the terms and conditions contained in this Work Order (the "Work Order"). Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Work Order but also all applicable sales tax.

Summary:

Elevator	Description	Repair category
1	CleanDown Hatch/Pit	Performance
1	Door Gibb Replacement	Operational
1	Emergency Alarm Battery	Safety
1	Packing	Operational
1	Pit Stop Switch	Safety
1	Power Supply	Operational
1	Safety Test	Safety
1	Slide Guide Inserts	Operational
1	Traveling Cable	Operational
1	Victaulic Gaskets	Operational
1	Selector Springs	Operational
1	Door Edge	Safety

For further information, please see a detailed Scope of Work on the pages that follow.
Recommended by Service Technician: Jeffrey Kelly

Water Damage Work Order

In the event you have any questions regarding the content of this Work Order please contact me at +1 316 5292233.

We appreciate your consideration.

Regards,

Brian Russell
TK Elevator Corporation
4939 S Lulu Ct Ste 20
Wichita KS 67216
brian.russell@tkelevator.com |+1 316 5292233

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

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Scope of Work

CleanDown Hatch/Well Way
TK Elevator will clean down the hatch/well way for the elevator(s) referenced above. Debris accumulation in the hoistway or well way is inevitable, and hoistway or well way cleaning can remove items that affect air quality and the performance of your elevator.

Door Gibb Replacement
TK Elevator will replace the door gibs and install new gibs to secure the elevator doors per elevator code requirements on the elevator(s) referenced above.

Emergency Alarm Battery
TK Elevator will provide and install an emergency light/alarm bell battery for the elevator(s) referenced above. Properly functioning alarm bells and emergency lights are required by code.

Packing
TK Elevator will provide labor and materials to replace the hydraulic jack packing on the elevator(s) referenced above. Up to 15 gallons of hydraulic fluid and proper cleanup of any hydraulic fluid in the pit is included in this work.

Pit Stop Switch
TK Elevator will furnish and install a pit stop switch on the elevator(s) referenced above. The pit stop switch will provide a means for the elevator operation to be stopped by authorized personnel in the elevator pit. The pit switch will be a push/pull style. This safety modification will provide extra liability protection for the building owner while improving the safety features and performance of the elevator by eliminating the risk of unauthorized control of the elevator by the riding public.

Power Supply
TK Elevator will provide and install a replacement power supply on the above referenced elevator(s).

Safety Test
TK Elevator will perform an annual no-load safety test per ANSI A17.1 and provide and install required test tags on the elevator(s) referenced above. These tests impose greater than normal strains on the elevator equipment and related building structure. It is agreed that while conducting these tests, TK Elevator will be held harmless for any injury to person, except employees of TK Elevator or damage to building or equipment, except equipment owned by TK Elevator.

Slide Guide Inserts
TK Elevator will provide labor and materials to install slide guide inserts on the elevator(s) referenced above. Slide guide inserts fit between the slide guide and the rails inside the hoistway to guide the elevator car as it travels. When worn, metal-on-metal noises occur and new inserts are required.

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Traveling Cable
TK Elevator will provide labor and material to install a new travel cable on the elevator(s) referenced above. Once installed, all connections will be made and the elevator will be adjusted for proper operation. The travel cable contains all wiring for the elevator car, linking it to the elevator controller, phone lines, security systems, and more.

Victaulic Couplings
TK Elevator will provide labor and material to install victaulic couplings on the elevator(s) referenced above. Victaulic couplings use a gasket with tongue and groove design for quick connection of oil line. TK Elevator will test the line, replace hydraulic fluid (5 gallons or less, unless otherwise specified) and return the elevator to service.

Selector Repair
TK Elevator will furnish labor and materials to repair the selector on the elevator(s) referenced above. The selector is the portion of the elevator system which conveys the location of the elevator within the hoistway to the elevator controller, allowing for proper operation.

Door Edge
TK Elevator will furnish and install new electronic door edge on the elevator(s) referenced above. This electronic edge senses the presence of an obstruction in the door opening with a screen of infrared beams. If obstructions are detected in this area, the doors will reopen. This new electronic door edge will reduce the chance of a closing elevator door injuring passengers.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		$66,795.02
Initial progress payment:	(50%)	$33,397.51

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Total due upon completion: (50%) $33,397.51

Please note that due to the inherent nature of water damage TK Elevator may, during the performance of this Work Order, determine that additional work beyond that described in this Work Order may be necessary. In that event TK Elevator will provide Purchaser with a written change order for Purchaser's execution. Once executed by Purchaser the associated change order will be subject to all of the terms and conditions of this Work Order. Change orders requesting TK Elevator to provide stand-by assistance to Purchaser or its contractors will be proposed by TK Elevator on a time and material basis.

This Work Order is for the performance of work which is necessary to return water-damaged equipment to operation. However, water intrusion is known to compromise certain components of an elevator system over a long period of time. As a result, TK Elevator cannot guarantee the future performance of this elevator or many of its components until extensive additional work has been performed to replace those components. TK Elevator offers this Work Order as interim solution only and in an effort to service its customers and to assist them in returning their equipment to operation in a timely manner. Should Purchaser prefer to skip this interim step, and receive a comprehensive proposal that would return the equipment to the same condition it was in prior to the event that caused the water damage, please advise TK Elevator, and TK Elevator will prepare one as quickly as time allows under the circumstances. Should Purchaser accept this Work Order for initial work necessary to return the equipment to operational status, Purchaser expressly agrees that it will not bring a claim of any type or kind in the future alleging that TK Elevator breached this Work Order or that TK Elevator was negligent for any failure to identify any additional work necessary to address the condition of the equipment caused by exposure to water. Purchaser further acknowledges that it will not allege or claim that TK Elevator is responsible for any future third-party claims or lawsuits resulting from the abnormal operation of the equipment that is the subject of this Work Order.

Insurance: Purchaser may be making an insurance claim to cover the work set forth in this Work Order. If so, it is solely Purchaser's responsibility to ensure that its insurance carrier has inspected the damage prior to the start of TK Elevator's work under this Work Order. Moreover, Purchaser's insurance carrier will likely require proof that the work has been completed and may also require an inspection of the parts/components that were replaced. It is solely Purchaser's responsibility to take custody of all parts/components, to store them at a location of Purchaser's choosing at Purchaser's sole expense, and to coordinate any inspections of those parts/components by its insurance carrier. The cost of any attendance by TK Elevator at such an inspection will be in addition to the services outlined above and will be the subject of a change order. Finally, Purchaser acknowledges that payment to TK Elevator for any work covered by this Work Order shall not be contingent upon payment to Purchaser by any insurance carrier or any other third party.

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Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

In the event that this Work Order includes a safety test of any type or kind TK Elevator shall not be responsible for any damage to the equipment that is the subject matter of the test or the associated building structure, any of its contents or its appurtenances and Purchaser fully releases TK Elevator from all such damage.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.
The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.
This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.
In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

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Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

City Of Russell (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Shannon Trevethan	(Signature of Branch Representative) David Ferran Branch Manager
(Print or Type Name)	
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

Please contact ____ to schedule work at the following phone number __________________________

REPAIR DOWN PAYMENT REQUEST

Attn: Shannon Trevethan
City Of Russell
PO Box 112
Russell KS, 67665-0112

Date	Terms	Reference ID	Customer Reference # / PO
January 24, 2024	Immediate	ACIA-26I3KDH	
	Total Contract Price:		$66,795.02
	Down Payment:	(50%)	$33,397.51

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 316 5292233. To make a payment by phone, please call 404-905-5321 with the reference information provided below.

Current and former service customers can now pay online at:
https://secure.billtrust.com/tkelevator/ig/one-time-payment

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	City Of Russell
Location Name:	Deines Cultural Center
Customer Number:	37315
Quote Number:	2024-2-1645347
Reference ID:	ACIA-26I3KDH
Remittance Amount:	$33,397.51

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks, please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656

Repair Completion Notice to be signed at job completion

Date: ________
Repair Job #: ________

Building Name: Deines Cultural Center
Street Address: 820 N Main St
City State, Zip: Russell, KS 67665-1932

Dear Shannon Trevethan,

Thank you for allowing us the opportunity to perform the repair job listed above.
We have completed the work as outlined in job #________ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Shannon Trevethan
Print or Type Name

Customer Signature: ________
Signature of Authorized Individual

Title: ________
Print or Type Title

Date: ________
Date of acceptance

Customer Email: deinescenter@russellcity.org
Customer Email

TK Elevator Representative

Name: Brian Russell
Print or Type Name

Signature: ________
Signature of Authorized Individual

Title: Account Executive
Print or Type Title

Date: ________

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- ☐ Sales Department
- ☐ Branch Manager
  Phone Number
- ☐ Service Department
- ☐ Repair Department

Comments:

2024-2-1645347 | ACIA-26I3KDH | January 24, 2024

KONE Inc. Proposal

Elevators Escalators

2/14/2024

City of Russell
PO Box 112
Russell, KS 67665

ATTN: Shannon Trevethan

Re: Water Damage

KONE Inc.
Wichita, KS
3450 N. Rock Rd, Suite 507
Wichita, KS 67226
Tel 316/942-1201
Fax 316/634-1765
www.kone.com
sean.stuchlik@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools, and supervision to perform the following work on the passenger elevators at the Deines Cultural Center.

1) Provide and install a new pit stop switch.
2) Provide and install a new hydraulic packing.
3) Provide and install a new infrared safety edge.
4) Provide and install a new power supply.
5) Provide and install a new alarm battery.
6) Provide 55 gallons of new hydraulic oil.
7) Provide the labor and material to sand and paint up to 6' of guide rails.

Notes:
A) The proposal includes travel and per diem.
B) The proposal is only for the work above. Any additional work with be quoted.

Price

Our total price to perform the above-mentioned work amounts to: $25,007.00, plus applicable taxes.

Our price includes applicable labor, material, and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues.

1ST Payment

The above quoted price is based on a fifty percent (50%) 1ST payment, due before commencement of proposed labor and material. Work shall not commence until applicable 1st payment is received. The attached invoice will serve as a receipt for the 1st Payment provided.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of City of Russell.

Respectfully submitted by,
KONE Inc.

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: _____ / _____ / _____

Date: _____ / _____ / _____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

CITY COUNCIL AGENDA FORM

Meeting Date:	March 5, 2024
Agenda Item Title:	Assistance to Firefighters Grant Application
Department:	Fire
Presenter:	Dylan Riedel

Background:

The Assistance to Firefighters Grant is a FEMA program that awards qualifying fire departments across the United States funds that meet certain criteria. The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. City staff requests to apply for $1,775,000 to replace the fire department current aerial (ladder) truck. The AFG grant generally requires a city contribution of no less than ten percent, or $177,500.

In 2015, the fire department's ladder truck was taken out of service due to frame issues and Council authorized the purchase of a used 2001 American La France. The 2001 American La France is no longer in production and the company no longer makes parts for the truck.

Fire department personnel and the Public Work mechanic have conducted regular maintenance on the ladder truck. It is becoming increasingly difficult to complete repairs as parts needed are difficult to locate, if at all. Chief Riedel will overview the current mechanical and operational issues with the ladder truck, what replacement alternatives he has researched, his recommendation for replacement, and the lead time to acquire a replacement truck.

Funding Source: Assistance to Firefighters Grant - 90%
Equipment Reserve
Fire Equipment Reserve

City Attorney Review/Comment: N/A

Options:

1. Approve the Fire Chief to apply for AFG Grant Funding for the replacement of Ladder 1

2. Provide staff with alternate direction

3. Take no action

Staff Recommendations: Approve the Fire Chief to apply for AFG Grant Funding for the replacement of Ladder 1

Attachments:
DHS Notice of Funding Opportunity

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 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 Sam.gov can be found at https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov.

Table of Contents

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 2023 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number
DHS-23-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
Title III, Division F of the *Department of Homeland Security Appropriations Act, 2023* (Pub. L. No. 117-328)

8. Announcement Type
Initial

9. Program Category
Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. ***Overview***

The Fiscal Year (FY) 2023 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 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 $8.4 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 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to more than 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately $90 million 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. 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. 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.

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.

b. *Objectives*

The goal of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The objectives of the AFG Program are to 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.

c. *Priorities*

Information on program priorities and objectives for the FY 2023 AFG Program can be found in Appendix B – Programmatic Information and Priorities.

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: **$324 million**[1]

2. Projected Number of Awards: **2,000**

3. Period of Performance: **24 months**

Although all recipients are expected to complete the awarded activities within the period of performance specified in the award package, extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H.

FEMA awards under most programs, including this program, only include one budget period, so it will be the same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

[1] Note that this figure differs from the total amount appropriated under the *Title III, Division F* of *Department of Homeland Security Appropriations Act,* 2023, Pub. L. No. 117-328. In this FY 2023 AFG Program NOFO, percentages of "available grant funds" refers to the total amount appropriated—$360,000,000—by Pub. L. No. 117-103 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. $36,000,000 will be allocated to FP&S for FY 2023.

4. Projected Period of Performance Start Date(s): **N/A**[2]

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

6. 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,[3] 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,[3] 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;
  - 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.

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[2] 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.

[3] 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).

- ***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.[3] 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 2023 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. 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 2023 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.

4. 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 2021 and 2022. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

5. 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;
- 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 Maintenance of Effort (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:*** ***January 29, 2024 at 8 a.m. ET***

b. ***Application Submission Deadline:*** ***March 8, 2024 at 5 p.m. 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 Authorized Organization Representative (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.8 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 or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. 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. The AFG Program Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

c. ***Anticipated Funding Selection Date:***
No later than April 30, 2024

d. ***Anticipated Award Date:***
Beginning on approximately April 30, 2024 and continuing thereafter until all FY 2023 AFG Program grant awards are issued (but no later than September 30, 2024).

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/.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

4. **Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)**
   Each applicant, unless they have a valid exception under 2 CFR 25.110, must:
   1) Be registered in Sam.Gov before application submission.
   2) Provide a valid Unique Entity Identifier (UEI) in its application.
   3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

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 Unique Entity Identifier (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;
   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 Authorized Organizational Representative (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 the FEMA GO Startup Guide
   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 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, an active SAM registration and FEMA GO account to apply for grants.

b. *Obtain an UEI Number:*

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.

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 Apply for an Employee Identification Number (EIN) Online.

d. ***Create a login.gov account:***
Applicants must have a login.gov account to register with SAM or update their SAM registration.

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, visit SAM registration.

e. ***Register with SAM:***
All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to Register with SAM.

Note: As a **new requirement** 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 or call toll-free (866) 606-8220 Monday through Friday, 8 a.m. - 8 p.m. ET.

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 FEMA GO Startup Guide.

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

- Google Chrome;
- Internet Explorer;
- Mozilla Firefox;
- Apple Safari; and
- 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.9 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. 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.9 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 p.m. 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 on Grants.gov 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**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.10 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. *Program-Specific Required Forms and Information*

For program-specific required and optional forms and information, please see the Appendices to this NOFO.

Note: 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.

11. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must 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 award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. To be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

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 and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1 or superseding document.

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Effective August, 13, 2020, 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 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 activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. 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 costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FireGrants@fema.dhs.gov for further instructions.

e. *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.f- 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 2023, or $3.2 million. 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 2023:

Population of the jurisdiction served by the recipient	Maximum award in FY 2023	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 $3 million	None available
1,000,001 – 2,500,000 people	No more than $3.2 million	Yes, but no more than $6 million
More than 2,500,000 people	No more than $3.2 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 the applicant is suspended or debarred. 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; and
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 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 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. Panelists 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).

FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on the FEMA GO Assistance to Firefighters Grants Program website: https://www.fema.gov/grants/preparedness/firefighters/assistance-grants/documents. The documents are designed to assist applicants with narrative preparation and provide specific criteria used by Peer Review Panelists when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.

Peer Review Panelists 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%)
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%)
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%)
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%)
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 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 than 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 2023 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this 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.

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. 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 also available through FEMA.gov External Civil Rights Division.

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.

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.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See Executive Order (EO) 14030, Climate-Related Financial Risk and FEMA Policy #-206-21-0003, Partial Implementation of the Federal

Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim) (fema.gov).
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 or historic properties.

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 incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. 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/media-library/assets/documents/85376.

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.

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) on grants.gov.

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 Period of Performance (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.
v. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

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 FAPIIS 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

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS 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

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, and the requirements of Subpart F of 2 C.F.R. Part 200.

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the 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 quarterly 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. 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. FEMA Grants News 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 phone at (800) 368-6498 or by e-mail at FEMA-Grants-News@fema.dhs.gov, Monday through Friday, 9 a.m. – 5 p.m. 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.

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. Equal Rights

The FEMA Office of Equal Rights (OER) 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.

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.

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 or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. 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 encouraged 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 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 before the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than six months.

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 other qualified individuals with disabilities.

Grant 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.

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 to the extent practicable.
- Acquire language translation services, including American Sign Language, 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, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

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: Contracting with Federal Funds for Goods and Services Before, During and After Disasters.

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***
OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. 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.10.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 on the U.S General Services Administration website: State and Local Governments | GSA.

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.

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.

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***

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- Iron and steel: All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products: The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Construction Materials: All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

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; and
- Canceled 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, 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.

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 might 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 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 might 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.d.3 of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

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

13. Appendix A – FY 2023 AFG Program Updates

Appendix A contains a brief list of changes between FY 2022 and FY 2023 to the AFG Program. The FY 2023 AFG Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Eligible Applicants:
  Definition of a State Fire Training Academy was updated to include that recognition by the National Fire Training Academy is now an eligibility requirement.

- Under Management and Administration (M&A) Costs:
  Reimbursement for fees associated with hiring grants management services is now capped at $1,500. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award.

- Under Other Direct Costs, Allocations and Restrictions of Available Grant Funds:
  Micro Grants cumulative funding threshold was raised from $50,000 to $75,000.

- Under Restrictions on Uses of Awarded Funds:
  Clarification was added that items must be requested using correct dropdown selections in the application and that bundled items must have details regarding type, cost, and quantity of all items in the bundle to be considered for funding.

- Under Supporting Definitions:
  Definition of Authority Having Jurisdiction was updated to match NFPA 101, 2021 edition.

- Under Training Activity:
  - Various NFPA standards were updated to reflect the most recent editions.

- Under Equipment Activity:
  - Various priority changes were made to equipment for Fire Department and Regional Fire Department applicants. The following items remain as High Priority:
    - Appliance(s)/Nozzle(s)
    - Basic Hand Tools (Structural/Wildland)
    - Hose (Attack/Supply)
    - Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment
    - IDLH Protection for Investigators (This is single-use respiratory protection)
    - PPE Washer/Extractor/Dryer (Turnout)
    - RIT Pack/Cylinder
    - Thermal Imaging Camera (Must be NFPA 1801 compliant)
    - Portable Radios (must be P-25 compliant)
    - Vehicle Mounted Exhaust Systems
    - Skid Unit
    - Air Compressor/Fill Station/Cascade (fixed or mobile) is High Priority for Regional Fire Department applicants and Medium Priority for Fire Department applicants.

    Other equipment items were moved to Medium Priority. Priority changes did not affect SFTA, and NAEMS applicants.

  - Phones (telephone/satellite/cell), carrier plans and vehicle mounted fans were added as ineligible items.

  - Clarity to reason for funding request (purpose) was added updated. NOFO and application text will be updated from ‘Obtain equipment to achieve minimum operational and deployment standards for existing missions’ to ‘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’ to better define the funding priorities.

  - Computing devices necessary to operate the awarded equipment were added as eligible.

- Under Personal Protective Equipment Activity:
  - Replacement of damaged/unsafe/unrepairable PPE (including SCBA) regardless of age is now allowable.

  - Language regarding PFAS in PPE was moved from the Application Tips section to PPE Activity section and updated to encourage award recipients to seek acquisition of PFAS-free gear when possible.

  - NFPA standard was added to the Chemical /Biological Suites under Specialized PPE.

- Under Wellness and Fitness Activity:
  Whole-body MRI was added to ineligible activities.

- Under Vehicle Acquisition Activity:
  NFPA standards 1901, 1906 and 1917 were replaced by the consolidated NFPA standard 1900.

14. 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/wildlands 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 2023 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>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
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<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

Square miles within primary first due response area per station	<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 Section F of 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.**

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)

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards

H	• Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	• 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
M	• Training that does not result in certification
M	• Training that is self-directed/validated
L	• Training that will address an identified risk but not associated with compliance to any standards

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

NFPA standards				
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:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • 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) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management. • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • 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 • 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

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • 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 • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• 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 • 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.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • 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)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • 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.

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:

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
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/Wildland)	Basic Hand Tools (Structural/Wildland)
M	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools - H
M	Short	Fit Tester	Fit Tester - H
M H	Long	Foam Eductors - M for Fire Department and Regional Applicants	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

Priority	Age Category	Fire and Fire Regional	SFTA
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 for Fire Department applicants and Regional Applicants: 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.) for Fire Departments and Regional applicants: M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators for Fire Departments - M Simulators for Regional (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)

COMMUNICATIONS			
M H	Intermediate	Base Station (must be P-25 Compliant) for Fire Departments and Regional applicants: M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets for Fire Departments and Regional applicants: M	Headsets - H
M H	Intermediate	Mobile Radios (must be P-25 Compliant) for Fire Departments and Regional applicants: M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P- 25 Compliant) for Fire Departments and Regional applicants: M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) for Fire Departments and Regional applicants: M	Pagers (limited to number of active members) - H

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (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
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)
EXTRICATION			
M H	Intermediate	Cutter/Spreader for Fire Departments and Regional applicants: M	Cutter/Spreader: H
M H	Intermediate	Vehicle Extrication Equipment for Fire Departments and Regional applicants: M	Vehicle Extrication Equipment: H
HAZARDOUS MATERIALS			
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)
SPECIALIZED			
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
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)

Priority	Age Category	Fire and Fire Regional	SFTA
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
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.			
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

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
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	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
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)
HazMat			
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.
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:	
• Shipping, taxes, assembly, and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • 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) • Equipment for response to incidents involving CBRNE/WMD • Training specific to the requested equipment	• 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 • Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP • Computing device may be considered for reimbursement if essential to the operation of the funded equipment.

Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
• Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) and carrier plans • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) • Vehicle mounted fans	• Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • 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 • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment

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 2023 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 Wildland 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:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	**Purpose of Request**	**Definitions**
H	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.
H	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.

H	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.
L	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	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders
Respiratory H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/ Backpack, Face Piece, and two cylinders)
Wildland H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets
Specialized PPE M	

• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits
Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators

Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request). • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • **Note:** Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

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 - 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 • 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: o Aerobic Capacity, o Body Composition, o Muscular Strength, o Muscular Endurance and o Flexibility. **NOTE:** 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. 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 NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1; and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at https://www.fstaresearch.org. **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.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities
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.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities	• 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 • 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

Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships	• Purchase of medical equipment that is not used as part of the Wellness and Fitness program • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity

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:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	• 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. • 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.
M	• Emergency generators, Air Quality Systems (AQSs) **Note:** AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Station maintenance • Resurfacing of bay floors • Interior remodeling not pertaining to the requested project(s) • Food and beverages	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

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/wildland 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.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

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 :https://www.fema.gov/fire-grant-contact-information 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 https://www.fema.gov/fire-grant-contact-information 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.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production **Note: Food and beverages are ineligible travel expenses**

Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan	• UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages

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.

15. 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.

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. 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. 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.

CITY OF Russell

CITY COUNCIL AGENDA FORM

Meeting Date:	March 5, 2024
Agenda Item Title:	Annual Community Clean-Up Day
Department:	City Manager
Presenter:	Jon Quinday

Background:

For the past several years the city has sponsored an annual community clean-up day. Roll-off dumpsters are placed at the street department and city workers man the site to assist residents who drop-off debris.

This year emphasis will be placed on the prohibition of concrete, construction debris, loose household trash, and city staff entering trailers to remove items. Per Council direction, this year's clean up will be limited to City of Russell residents only.

Residents are not charged to participate in this event. The intent is to promote and invigorate spring clean-up in our community. This year's event coincides with the Russell County Household Hazardous Waste Drop Off.

Funding Source: Sanitation Department Operating Fund

City Attorney Review/Comment: N/A

Options:

1. Approve the Annual Community Clean-Up Day for April 20, 2024 from 9:00 am to 11:30 am for public drop-off

2. Provide alternate direction to staff

3. Take no action - the clean up day will not be scheduled

Staff Recommendations:	Approve the Annual Community Clean-Up Day for April 20, 2024 from 9:00 am to 11:30 am for public drop-off

Attachments:
Russell Community Clean-up Day Historical Data

City wide clean up 2023

Employee	Hours
Rich Krause	2
Randy Baker	4
Chadd Stevenson	4.75
Matt Koetkemeyer	4.5
Dan Bender	4.75
Caleb Powers	4.25
Shane Schultz	4
James Foster	4.25
Rodney Eck	4.25
Bailey Mead	4.25
Nick Turner	4.25

Volunteer's

Dustin Madden	4

Honorable Mention

Lonestar 4H club (handed out water)

	Total Hours	Rate per Hour	Total Labor Costs
	45.25	**$35.00**	**$1583.75**

Equipment	Hours	Rate per Hour	Total
John Deere Loader	4	$100.00	$400.00
Case Tractor w/loader	4	$50.00	$200.00
Sanitation Truck(s)	5.5	$56.00	$308.00
Case Backhoe	4	$100.00	$400.00

Total Equipment Costs
$1308.00

Containers & Disposal	Hours	Rate per Hour	Total Cost
Western Sales Co.	7	$90.00	**$630.00**

Russell Co. Landfill	Quantity	Rate per Pound	Total Cost
Construction & Municipal	14.89 Tons	$.015	**$446.70**

Total Cost of City Wide Clean Up
$3,968.45

City wide clean up 2022

Employee	Hours
Rich Krause	4
Roger Sells	4
Connor Driscoll	4.25
Chadd Stevenson	4.75
Matt Koetkemeyer	4.5
Dan Bender	4.75
Taylor Hopper	4.25
Travis Meyer	4
Trey Ehrlic	4.25
Tylor Cherry	4.25
Jerold Mosier	4.25
Dylan Reidel	4.25
Denice Johnson	4.25
Steven Swords	4.25
Volunteer's	
Dustin Madden	4

	Total Hours	Rate per Hour	Total Labor Costs
	60	**$35.00**	**$2100**

Equipment	Hours	Rate per Hour	Total
John Deere Loader	4	$100.00	$400.00
Case Tractor w/loader	4	$50.00	$200.00
Sanitation Truck(s)	6.5	$56.00	$364.00
Case Backhoe	3.5	$100.00	$350.00
			Total Equipment Costs
			$1314.00

Containers & Disposal	Hours	Rate per Hour	Total Cost
Western Sales Co.	7	$100.00	**$800.00**

Russell Co. Landfill	Quantity	Rate per Pound	Total Cost
Construction & Municipal	12.34 Tons	$.00875	**$215.96**

Total Cost of City Wide Clean Up

$4,429.96

City wide clean up 2021

Employee	Hours
Jon Quinday	4
Rich Krause	4
Roger Sells	4
Connor Driscoll	4.25
Chadd Stevenson	4.75
Matt Koetkemeyer	4.5
Lucas Larson	4.5
James Rhodes	4.25
Jim Schmidtberger	4
Dan Cook	4.25
Austin Meyer	4.25
Rodney Eck	4.25
Brian Kuntzsch	4.25

Volunteer's	
Jim Cross	4
Dustin Madden	4

	Total Hours	Rate per Hour	Total Labor Costs
	55.25	**$35.00**	**$1933.75**

Equipment	Hours	Rate per Hour	Total
John Deere Loader	4	$100.00	$400.00
Case Tractor w/loader	4	$50.00	$200.00
Sanitation Truck(s)	6.5	$56.00	$364.00
Case Backhoe	3.5	$100.00	$350.00

Total Equipment Costs
$1314.00

Containers & Disposal	Hours	Rate per Hour	Total Cost
Western Sales Co.	8	$85.00	**$680.00**

Russell Co. Landfill	Quantity	Rate per Pound	Total Cost
Construction & Municipal	24.29 Tons	$.00875	**$425.61**

Total Cost of City Wide Clean Up
$4,353.36

CITY COUNCIL AGENDA FORM

Meeting Date:	March 5, 2024
Agenda Item Title:	Board Meeting Minutes of City Appointed Boards
Department:	City Manager
Presenter:	Kayla Schneider

Background:	Informational purposes only.
Funding Source:	N/A
City Attorney Review/Comment:	N/A
Options:	Informational purposes on
Staff Recommendations:	Informational purposes only.

Attachments:
Russell Housing Authority Draft Meeting Minutes February 21, 2024
Library Board Approved Minutes January 22, 2024
Russell Recreation Commission Draft Meeting Minutes February 29, 2024

HOUSING AUTHORITY OF THE CITY OF RUSSELL

MINUTES OF THE MEETING

Held on February 21, 2024

The public meeting for the Commission of the Housing Authority was held at 10:00 AM on February 21, 2024. Chairman Birky called the meeting to order and on roll call the following members were present: David Caudill, John Dumler and Bobbie Yost. Absent: Rachel Decker. Guests: Tony DiBiase and Alex Thackeray of Econometrica, and Darrin Dorset (HUD). There being a quorum the following business was conducted.

The minutes of the meeting held on January 24, 2024, were presented. Commissioner Dumler made a motion to approve the meeting minutes, seconded by Commissioner Caudill. Motion carried unanimously.

The bills paid after the meeting held on January 24, 2024, were presented. Commissioner Caudill moved to approve the bills, see *Attachments A.02.2024*, seconded by Commissioner Yost. Motion carried unanimously.

Vacancies reported as of January 31, 2024

Lincoln	4	Parkside	7	Prairie Acres	5	**16**

CURRENT VACANCY EOP REASONS					
Lincoln		Parkside		Prairie Acres	
Death	1	*Death*	1	*Death*	
Lease Term	1	*Lease Term*		*Lease Term*	2
Asst Living	2	*Asst Living*	3	*Asst Living*	1
Moved		*Moved*	3	*Moved*	2

Occupancy Rate

Jan-24	**79.49%**
Dec-23	76.92%
Nov-23	82.05%
Oct-23	85.90%
Sep-23	87.18%
Aug-23	85.90%

New leases = 2   Waiting list = 0   Leases pending (Mar) = 1

Units Readied = 5   Units in Turnover = 6   Units Offline (pending appr) = 5

The Director presented a Vacancy Status Report on all vacancies to support the above.

Financial Snapshot – as of January 31, 2024

1/31/2024			Mo Var
Southwind - Checking	$	392,837.78	
Southwind - CDs	$	130,000.00	
Southwind - Money Market	$	25,592.85	
Wilson State Bank - Savings	$	7,456.80	
Petty Cash	$	125.00	
Total	**$**	**556,012.43**	0.2%
Operating Receipts	$	19,403.00	-6%
Other Income	$	1,055.65	
HUD Subsidy Draw	$	12,674.00	-22%
CFP Draw *(final elevator)*	$	14,313.77	
Operating Expenses	$	45,942.15	25%

OPERATING FUNDS	**Authorized**	**Disbursed**	**Balance**	
HUD Subsidy - Fed FY 2023	**$ 196,337.00**	$ 196,337.00	**$ -**	
HUD Subsidy - Fed FY 2024	**$ 53,650.00**	$ 12,674.00	**$ 40,976.00**	
HUD Capital Fund (CFP) - 2022				
1406 Operations	$ 38,593.00	$ 38,593.00	$ -	
1480 General Capital Activity	$ 128,031.00	$ 101,859.64	$ 26,171.36	16%
	$ 166,624.00	**$ 140,452.64**	**$ 26,171.36**	
HUD Capital Fund (CFP) - 2023 ***(HUD approved 08/22/2023)***				
1406 Operations	$ 35,000.00	$ 35,000.00	$ -	
1480 General Capital Activity	$ 130,859.00	$ -	$ 130,859.00	79%
	$ 165,859.00	**$ 35,000.00**	**$ 130,859.00**	

Other items

Alex Thackeray spoke on the presentation for Disposition/Repositioning Options for RHA. Those options being disposition for infeasible operations of Prairie Acres, or converting PA or all RHA projects to RAD, PBRA or PBV. The Director will contact Great Bend and Clay Center who have both converted to RAD in the last 5 years and get their feedback on the conversion process and pros/cons they have experienced. The Director will contact HUD to determine how much of our capital funding and subsidy dollars are based on PA units and inquire about vacancy challenges that could potentially continue with any of the conversion options or if no changes are made to current operations.

The Director presented the PNAs for Prairie Acres ($1,858.923), Lincoln ($2,500,940) and Parkside ($1,943,212). The Director will utilize this information in preparing the 5-Year Action Plan in addition to determining the best avenue for RHA regarding the disposition/repositioning options.

Commissioner Birky indicated he will continue with the board until the board determines a direction with the disposition/repositioning options. Commissioner Decker was not present at the meeting.

The next Board of Commissioner meeting is scheduled for March 20 at 10AM. With no further business to discuss Commissioner Dumler moved to adjourn the meeting, seconded by Commissioner Caudill. Meeting adjourned at 11:00AM.

______________________________	______________________________
Chairperson of the Board or Alternate	*Secretary*

Russell Public Library

Board Mee?ng Minutes

Monday, January 22, 2024

CALL TO ORDER: Board President Andrea Cross called the mee?ng to order at 5:0pm. Other board members present were Gay Busker, Lee Weigel, Mayor Jim Cross, and Jamie Malone. New Board member Angel Munday was welcomed to the Board. She has replaced Amy Davidson, who resigned related to other obliga?ons. Julie Bernard arrived at 5:17pm. Board members not present were Sandy Ochampaugh. Library Director, Denise Ketchens, was in a?endance.

APPROVAL OF MINUTES: The minutes of the December 18, 2023, board mee?ng were reviewed and approved by President Andrea Cross with unanimous consent.

PUBLIC COMMENT: None.

COMMUNICATION: Denise reported the library will be closed for President's Day on February 19, 2024.

TREASURER'S REPORT:

1. Total deposit for November - $355.98.
    1. Dona?on from Marty Myers: $25
    2. Square payments: $28.82; $10.86; 19.38; 13.54
    3. Regular Deposit of $212.00 (Franc E Wagner dona?on & In-house Income)
    4. Interest Compounded of $46.38

BILLS:

The bills listed in the Board Packet were reviewed. Gay moved and Julie seconded we accept the Treasurer's Report and pay the submi?ed bills. Mo?on carried unanimously.

Gay moved we move $12,269.62 in unexpended funds from 2023 into a Capital Improvement CD for future improvements at Southwind Bank. Jim seconded the mo?on. Mo?on passed unanimously.

LIBRARIAN'S REPORT:

1. Circula?on Stats for December:

   Hoopla-103. Denise is looking at alternates related to the per item cost with Hoopla.

   Sunflower e-Library-252.

   In-house-1,113.

2. New patrons in December - 10
3. Programming A?endance: 266 total a?endances in the following programs:

   DIY Christmas Ornaments

StoryTime x2

Grinch Party

A?er-School Program at Simpson x1

Christmas Movie

Adult Book Club

4. Items weeded in November - 13
5. New library items emailed to Board Members with Board Packet.
6. Denise is currently working on annual reports to CKLS and the state of Kansas.
7. Pathfinder Central Policies & User Agreement: 2024.

OLD BUSINESS:

1. Fencing Bids.

   Denise reviewed a revised fencing budget from Top Notch Gu?ering and Home Improvement, Victoria. Lee moved to amend the mo?on from the December mee?ng to accept the new bid for two six-foot black, chain link fences to surround the A/C units on the east side of the library building, which includes one unit in one fencing surround and two units in the second fencing surround. Angel seconded the mo?on. Mo?on passed unanimously.

2. Use of Library Building Policy

   A?er discussions with CKLS, Denise recommended no new or revised policy is necessary to allow for any club, group or organiza?on to use the library mee?ng rooms or lobby areas. No ac?on taken.

NEW BUSINESS:

1. The Board reviewed Pathfinder Central Policies & User Agreement: 2024. Lee moved we accept this agreement; Jim seconded the mo?on. It passed unanimously.

2. Discussion of the next board mee?ng occurred related to the next scheduled board mee?ng of falls on a holiday and the library will be closed, February 19, 2024. Consensus was reached that the mee?ng will be moved to February 12, 2024 at 5:00pm at the Russell Public Library.

ADJOURNMENT:

Jim moved and Julie seconded we adjourn. The vote was unanimous. The mee?ng was adjourned at 5:38pm.

Ac?ng Secretary,

Jamie Malone

NEXT MEETING: Monday, February 12, 2024, at 5pm at the Russell Public Library

Russell Recreation Commission
Board Meeting
Thursday, February 29, 2024, at 6:30 a.m. at the Rec. Center

Klinton called the meeting to order at 6:34 a.m.

Attendance: Jamie Tomlinson, Sadee Solden, Brent Mooney, Tammi Buhrle, director Klinton Warner and Rec. secretary Jerrie Parsons. Mike McKenna was excused.

Sadee moved to approve the consent agenda as written. Tammi seconded. Motion passed.

Wellness Center:
Fitness-Melissa Vavricka is in the fitness room on Mondays, Wednesdays, and Fridays from 9:00 to 11:00 a.m.
Indoor Cycling-Brenda Axman is the instructor. See attached sheet for numbers. Cycling meets on Tuesdays and Thursdays at 8:00 a.m. and on Saturdays at 8:30 a.m.
Memberships-See attached sheet for numbers.

Director's Report:
The director's report is attached to these minutes.

Action Items:
T-shirt Bids-We received one bid for printing t-shirts for 2024. The bid is attached to these minutes.
Tammi moved to accept the t-shirt bid from Getting Noticed (Joni Driscoll). Brent seconded. Motion carried.

Discussion Items:
Golf-Russell Rec is looking for a summer golf camp instructor. Brent will ask the high school golf coach if he would be interested.
RCACF Grant-Klinton submitted a request for a grant for two new basketball goals.
Deposit of CD-Klinton cashed in a CD from Wilson State Bank to meet the monthly bills for February. Russell Rec received the first disbursement check this week. It was decided to deposit a portion of the disbursement check into a CD and the rest will be deposited in the checking account.
Showers-The men's and women's showers have not had hot water for a while. Jason Suchy has been trying to locate parts but has had no luck. It was decided to get quotes to replace the showers instead of trying to fix them.
Meeting Date Change-Klinton will be gone on the next scheduled meeting date. It was decided to move the meeting to Wednesday, March 27th.

The meeting was adjourned at 7:01 a.m.

The next meeting will be held on Wednesday, March 27, 2024, at 6:30 a.m. at the Rec. Center.

ACTIVITIES PARTICIPANTS

Indoor Cycling -- Tuesday/Thursday 8:00 a.m./Saturday 8:30 a.m.-- average 3 per session (13 sessions)
no cycling -- 1/25 (fog), 1/27 (fog)

MEMBERSHIPS

Family -- 95 Single -- 115 --- Total -- 210
Members on Hold (not included in total members) -- Family -- 12 Single -- 20 --- Total -- 32
Cancelled Memberships -- Family -- 6 Single -- 11 --- Total – 17
Visitor Passes -- 6

RENTALS – Birthday Party – 3 Class – 2 Boy Scouts - 1

DIRECTORS REPORT

We held our basketball weekend on February 10th, we had 20 total games with 10 games in each court ~~game~~. The day ran smooth, we got behind early but were able to catch up and start our last game on time. Jerri and I cleaned and left around 5pm I believe. We finished the season the following weekend with the make up games from the weekend we canceled.

COED volleyball finished their regular season on February 18th and we had 6 of the 7 teams in the end of season tournament that was held on February 25th.

Soccer registration as been open and the deadline for soccer will be Friday March 8th. Baseball/Softball registration is open as well and we moved that registration date up to April 12th. Coach Pitch is an option this year for that 6-7 age group that either needs to move up or stay back, we'll see how sign ups go for that.

The Wellness Center has been busy, we are pretty busy during our morning hours and slow during mid-day and pick back up around 3pm. We have a group that comes regularly on Mondays and either Wednesdays or Thursdays that play pickleball. Their group seems to be growing. Trying to keep up with the cleaning as busy as the facility as been.

On the nicer days I've been out at the ball fields working on what the winter winds have damaged to repair all the wind/shade tarps and getting fields ready for Spring practice. I may have to order a new home plate and replace the one on field 3 and also put in a new softball pitchers' plate on field 1. I hope to get the soccer goals up and ready for practice next week and will have some kids help me with some projects during spring break.

RRC Concessions Report
Youth Basketball-February 10, 2024

Coffee	.50 ea
Chips Donuts Pickles Ring Pops	.75 ea
Bottled Water Popcorn	1.00 ea
3 Musketeers Kit Kat M&Ms Plain/M&Ms Peanut Milky Way Reese's Peanut Butter Cups Snickers Starburst Skittles (Original) Twix	1.50 ea
Coke Dr. Pepper/Diet Dr. Pepper Mountain Dew Pepsi/Diet Pepsi Sprite Powerade (Red, Blue) Pizza	2.00 ea
Nachos Pretzels	2.50 ea

Product Sold	$673.50
Product Purchased	$290.81
Total	**$382.69**

average product used per worker (does not include pizza) - $1.80

336 N MAIN ST
RUSSELL, KS 67665
+1 7854831605
joni@getting-noticed.com

GETTING NOTICED
SCREEN PRINT Embroidery

ADDRESS	SHIP TO	DATE	02/20/2024
Russell Recreation Commission	Russell Recreation Commission		

ACTIVITY	QTY	RATE	AMOUNT
Services T-shirt Printing 1 Color Front 1 Color Back $8.25/Top - Qty Discounts* Additional Location Print $.75/Location Additional Color Print $.50/Color	1	0.00	0.00T
Services Qty Discounts* For every 50 shirts/design ordered, $.25 will be deducted from cost. IE: Youth ball shirts @ 283 tops would be discounted: $1.25/Top so for a 1 color front, 1 color back price would be: $7/top Volleyball would not be deducted with only 39 pieces. At Getting Noticed WHITE INK is considered a 2 color print. We flash cure the tops and print white twice to get a crisp/non dingy white. RECOMMENDATION: Black ink on all shirts instead of white to save on cost. White ink will be considered 2 colors and will be an additional $.50/location. From Approval- In hands 10 Business Days. Asking we have a calendar of when each event starts that way we have a heads up for each season to avoid dates being surpassed. Extras are accepted from our business as long as it hasn't been 5 business days from receiving shirts in hand (if after 5 business days, setup fees may apply). Certain circumstances are taken into consideration (such as fostering programs, etc.).		0.00	0.00T
Services Number Customization $3/Top/Location Name Customization $5/Top 2XL and Up +$2/top Less than 12 pcs= $15 Embroidery available @ 1.5/1000 stitches Vinyl $18/Installed Linear Ft. -or- $14/ln ft not installed Brand to be used: Gildan DryBlend	1	0.00	0.00T

This estimate is the same pricing reflected at our shop for the past 15 years. It has been our honor to serve RRC and look forward to assisting in the future.

SUBTOTAL	0.00
TAX	0.00

CITY COUNCIL AGENDA FORM

Meeting Date:	March 5, 2024
Agenda Item Title:	City Projects Tracking and Grant Funds Awarded
Department:	City Manager
Presenter:	Jon Quinday

Background:	Monthly Update on City Projects and Grant Funding Ongoing: There are currently 18 projects in this category Planned: There are currently 13 projects in this category Preliminary Discussion: There are currently 9 projects in this category Grants Received from 2013 to Present: $30,276,494.36
Funding Source:	N/A
City Attorney Review/Comment:	N/A
Options:	For informational purposes
Staff Recommendations:	For informational purposes

Attachments:
City Project Tracking as of February 29, 2024
Grants Received as of February 29, 2024

City of Russell Project Tracking

On-Going

	Item	Status	Flag	Date of Update
1	Water Treatment Plant A	Plant 98% complete. Projection completion estimated mid March 2024	On Going	12/19/2023
2	East Residential Electric Circuits 1 and 2	Material ordered. Still waiting on transformers. Projected construction start Spring 2024. Preconstruction meeting scheduled for March 7th.	On Going	2/29/2024
3	North Residential Electric Circuits 1 and 2	BRIC Grant follow-up. Design and material list under review. Waiting for FEMA response on BRIC grant data	On Hold	12/20/2023
4	15 MW CAT Generation Project	Council reviewed bond sale results on 2/20/24, passed ordinance authorizing the issuance and resolution authorizing sale and delivery.	On Going	2/20/2024
5	W. Wichita Mill and Overlay	Final walk-through completed 2/27/24. Striping in Spring under warranty	Done	2/27/2024
6	Fossil Street Substation Improvements	Foundations done. Steel set. Breakers are in place. Buss work is done. The next step is to replace the switching controls with one new breaker - during East Res 1 & 2 circuit rebuild	On Hold	11/12/2023
7	Electric Transmission Interconnect	Received a Preliminary Cost Estimate, Scope and Deliverables from Sunflower Electric. Staff and engineers discussing details. Legal drafts and construction cost analysis expected Q1 2024	On Going	12/20/2023
8	Electric 4.16 kV Breaker Replacement	Design done. Steel started. Material ordered. Construction will be in the spring in conjunction with East Res 1 and 2 circuit project	On Hold	11/9/2023
9	INCODE 10 Migration	The majority of back-end work is complete. TCM implementation scheduled for April 2024.	On Going	2/26/2024
10	LCRR	Actively surveying customers. Public education.	On Going	12/5/2023
11	CAD / MDT Migration	Equipment identified, funding received and council approval obtained. Development of policies and guidelines in process	On Going	12/27/2023
12	911 Communication Radio Software Update	Issue presented to County Commission. Vendor will try a fix ($<10,000). County will budget for replacement in coming year(s)	On Hold	12/27/2023
13	State Street Sidewalk Reconstruction (May 2024)	KDOT Bid letting scheduled for March 20th.	On Going	2/29/2024
14	34.6 kV Substation for Industrial Carbon Sequestration Project	Design completed and steel in place. Construction is tentatively scheduled to begin Q2 2024. Purefield requested ROW information	On Going	12/20/2023
15	R9 Project	2/5/24 Favorable ruling on Application to Transfer Water received.Water Transfer Panel Intent to Review Issued. Final order expected in May of 2024. Funding options being pursued.	On Going	2/16/2024
16	Holiday Inn Express Hotel	All city activities completed. Building Plans were submitted and permit issued, but they expired in November 2023. TIF and CID begin in 2024. Waiting on the developer to apply for a building permit and begin construction.	On Hold	12/27/2023
17	Holland Hotel Project - Loft Apartments	Plans to building official for review. Interior demolition commenced.	On Going	12/29/2023
18	Pickleball Court	Council approved converting one existing tennis court to a pickleball court. Received partial funding from RDI. Waiting for contractor to complete work. Expected Q1 2024	On Hold	12/5/2023

City of Russell Project Tracking

Planned

	Item	Status	Flag	Date of Update
1	Deines Cultural Center Updates	Researching funding options	On Hold	11/13/2023
2	N. Fossil (13th - 15th Street) Reconstruction (CY 2026)	Now a CY 2025 project. Recevied project information from KDOT, RFQ due March 6, 2024. CCLIP CY 2026 announced, plan to apply (due March) as compliment to this project by adding 13th - the north side of the railroad tracks.	On Going	2/20/2024
3	Water Right 1861	Exploring options to utilize the 315 AF of groundwater associated with this water right.	On Going	11/22/2023
4	Play Park Committee Parnership	Play Park Committee continues to raise funds for $1.5 million project. Development Agreement being drafted.	On Going	12/27/2023
5	Comprehensive Safety Action Plan - Roads and Walkways	Received $160,00 grant award notification. Awaiting the grant agreement for Council consideration. Kick-off meeting scheduled for second week of March. Project Year 2024.	On Going	12/26/2023
6	Main Street Reconstruction	Awaiting final environmental clearance. The design engineering agreement will be ready for approval once funds are released.	On Going	2/29/2024
7	SCADA and Relay Replacement	Scope of work and probable cost of construction estimate completed. It is ideal to complete work with the installation of new generators.	On Hold	11/21/2023
8	Outdoor Basketball Court(s)	Researching and applying for grant funding.	On Going	12/19/2023
9	Electric Distribution Warehouse	Funding is included in Electric Reserve Fund. Location TBD	On Going	11/21/2023
10	CDBG Grant for Perfect Print Commercial Building Rehabilitation, 621 N. Main.	CDBG Grant submitted.	On Going	12/15/2023
11	Senior Housing Development; 24 units and a community center	Council approved Land Option for Developer. Developer submits grant application Jan 2024. Upon invitation to move forward in process, a MOU will be drafted and developer submits the city economic incentive application. Researching Funding opportunties to assist with infrastructure full extension to Dorrance St.	On Going	2/2/2024
12	Construct Airport Terminal Building	Included in FAA approved Airports Capital Improvement Plan, years 1-5	On Hold	12/27/2023
13	Airport Improvements: Grading Improvements to Runway 3-21	Included in FAA approved Airports Capital Improvement Plan. Project desired in FFY 2024 utilizing a portion of NPE and BIL Funds to complete	On Hold	12/27/2023
14				

City of Russell Project Tracking

In-Discussion

	Item	Status	Flag	Date of Update
1	15th Street (Fossil to City Limits) Reconstruction (2026)	Staff and PEC met with KDOT. Potential funding source identified. Grant application in progress.	On Going	12/20/2023
2	New Water Treatment Facility	Identified as needed < 20 years. Undetermined size, type, location and if replacing Plant A or B.	On Hold	11/20/2023
3	Public Safety Building	HMN Architects completed the preliminary layout, and approximate square footage and cost per square foot was identified—location and funding source TBD. Police and Fire Chief working on list of deliverables before next steps	On Hold	11/20/2023
4	Raw Water Transmission Line - Pfiefer Wellfield	Internal discussion on replacement of 22 miles of 18" raw water line, put in place in 1988. Researching funding opportunities and economies of scale if in tandem with R9 line	On Going	11/20/2023
5	City Facilities Lifecycle Study	Complete a life cycle costing assessment on city facilities; focus on preventative maintenance, repair maintenance, energy efficiency vs. capital renewal costs	On Hold	11/20/2023
6	Stormwater Management Plan	Plan for a stormwater system assessment and recommendations for storm water control. Identify costs and consider establishing a storm water utility for required improvements, operation and maintenance.	On Hold	11/20/2023
7	City Facilities Security Assessment and Plan	Performed physical security review and received estimates to install security cameras at critical facilities and update or install access control system at facilities. Reviewing funding opportunities	On Going	11/8/2023
8	Construct North Third of Parallel Taxiway for Runway 17/35	Included in FAA approved Airports Capital Improvement Plan, years 6-10	On Hold	12/27/2023
9	Construct the Middle Third of the Parallel Taxiway for Runway 17/35	Included in FAA approved Airports Capital Improvement Plan, years 11-20	On Hold	12/27/2023

GRANTS RECEIVED BY THE CITY OF RUSSELL

YEAR	FROM/FOR		GRANT AMOUNT
2013	EPA - Elm Street Water Project	$	388,000.00
2013	FEMA	$	6,548.34
2014	Transportation Grant - Annual Bus Operating Grant	$	30,665.00
2015	Transportation Grant - Bus Grant - New Bus	$	45,072.80
2015	CDBG - Tennis Courts	$	350,000.00
2015	FAA - Taxilane Reconstruction	$	407,250.00
2015	KDOT - S. Fossil Resurface	$	200,000.00
2016	CDBG - Streets	$	400,000.00
2016	KDOT - S. Fossil Reconstruction	$	1,650,000.00
2016	KDOT - Annual Bus Operating Grant	$	81,219.00
2016	Dane Hansen - Christmas Lights	$	10,000.00
2016	KHRC - Moderate Income Housing	$	200,000.00
2016	Dane Hansen - Land	$	80,000.00
2016	Dane Hansen - Safety Gear	$	4,300.00
2016	KS State Fire Marshall - Storm Clean up	$	6,080.00
2017	FEMA	$	73,152.16
2017	Dane Hansen - Radios	$	25,000.00
2017	RCACF - Cleanup	$	3,482.00
2017	Volunteer Fire Assistance Rescue Gear	$	4,000.00
2017	KS State Fire Marshall - Firefighting Boots	$	3,500.00
2017	Dane Hansen - Bickerdyke Park	$	5,000.00
2017	CA Diversion Fund - Vehicle Equipment	$	3,250.00
2017	KDOT - Annual Bus Operating Grant	$	49,840.00
2018	KDOT - Annual Bus Operating Grant	$	59,560.00
2018	Nex-Generation - Summer Intern	$	3,600.00
2018	CDBG - 15th/Lincoln	$	600,000.00
2018	RCACF - Cleanup	$	3,500.00
2018	RCACF - Trash Cans	$	2,500.00
2018	Boots	$	3,550.00
2018	State of KS	$	4,000.00
2018	Fire House Subs - Fire Equipment	$	27,056.00
2018	Dane Hansen - Fire Equipment	$	53,290.00
2018	Russell Rotary Club - Fire Equipment	$	2,000.00
2018	FAA - Runway Lighting Project	$	338,697.00
2018	Dane Hansen - Streetscape design	$	5,000.00
2019	CDBG - Water Line Project St. John/Maple	$	600,000.00
2019	Department of Justice - Ballistic Vests	$	3,200.00
2019	Walmart - Gas Analyzers	$	1,500.00
2019	Bunker Gear	$	7,425.00
2019	KDOT - South Fossil Sidewalk	$	248,000.00
2019	KDOT - Annual Bus Operating Grant	$	41,103.00
2019	Nex-Generation - Summer Intern	$	3,600.00
2019	Walmart - Gas Analyzers	$	500.00
2019	RCACF - Jaws of Life	$	1,383.00
2020	CDBG - Linclon Wisconsin - Wichita, 9th to 10th	$	600,000.00
2020	FAA - Runway Project	$	514,500.00
2020	KDOT - Annual Bus Operating Grant	$	77,148.00

2020	Nex-Generation - Summer Intern	$ 1,000.00
2020	KDOT - Access Mgt - Edwards Ave/281 Realign	$ 1,700,000.00
2020	Gary Sinise Foundation - Voice Amplifiers	$ 16,795.00
2020	KFRSG GRANT - Bunker Gear	$ 5,442.00
2020	Nextech - Tablets for Fire Trucks	$ 1,000.00
2020	FM Global - Tablets for Fire Trucks	$ 2,250.00
2021	CDBG - Water Tower Park, Bickerdyke and Fossil Creek Park Equipment	$ 116,228.00
2021	KDOT - Annual Bus Operating Grant	$ 70,470.00
2021	FEMA - 2019 Flood	$ 20,135.00
2021	ARPA Grant Funds - COVID	$ 337,495.00
2021	Airport Cares Act Grant	$ 30,000.00
2021	Airport CRRSA-ACRGP Grant	$ 9,000.00
2021	Airport Rescue Grant	$ 22,000.00
2021	CDBG - CV3 Funds	$ 150,000.00
2021	FM Global Foundation Grant - Fire Dept	$ 2,250.00
2021	Kansas Wildlife and Parks	$ 273,660.00
2021	Dane G Hansen - W Wichita Ave Mill and Overlay	$ 36,030.00
2022	FAA - Runway Project	$ 7,000.00
2022	KDOT - Access Mgt - Edwards Ave/281 Realign	$ 300,000.00
2022	CDBG-W Wichita Ave Mill and Overlay	$ 360,300.00
2022	ARPA Grant Funds - COVID	$ 337,495.00
2022	Kansas Pipeline - Fire Dept Hazmat Supplies	$ 5,127.00
2022	KFRSG GRANT - Bunker Gear	$ 3,400.00
2022	Nex-Tech - PD Laptops	$ 2,500.00
2022	FEMA - 2021 Wind Storm	$ 21,138.08
2022	Lt. Dibernardo Foundation - Fire Bailout devices	$ 11,830.00
2022	Harvest Outreach, Inc.	$ 1,000.00
2022	State of KS - Holland Hotel	$ 1,000,000.00
2022	FEMA - 2021 Wind Storm	$ 9,084.20
2022	KDOT - Annual Bus Operating Grant	$ 60,235.00
2023	Federal Stipend - Police and Fire Radios	$ 259,000.00
2023	Federal Stipend USDOT - Main Street Revitalization	$ 13,500,000.00
2023	KHRC - Moderate Income Housing	$ 630,000.00
2023	Kansas Forestry Service - Volunteer Fire Assistance	$ 3,806.07
2023	FEMA - BRIC North Res 1 & 2	$ 2,039,650.00
2023	KDOT - City Connecting Link Improvement Program (CCLIP)	$ 1,000,000.00
2023	KS Governor - Local Safety and Security Equipment Grant Program	$ 27,000.00
2023	SS4A Grant - Federal/KDOT	$ 190,000.00
2023	Build Kansas Match Fund	$ 339,941.61
2023	KDOT - Annual Bus Operating Grant	$ 72,487.70
2023	OSFM Grant - Fire Helmets	$ 4,995.00
2024	KDOT - Annual Bus Operating Grant	$ 69,278.40
	TOTALS	**$ 30,276,494.36**