City Council Meeting
Agenda

March 7, 2023
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers. The meeting will also be lived streamed on the City's website: http://livestream.hanford.city/

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

*Study Sessions are considered Special Meetings under the Brown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION:

A. Parks and Community Services: Presentation to Council on the status of funding in the Various Landscape Assessment Districts (LAD's); levels of service options for the LAD's; other types of funding mechanisms for subdivision improvements; and the ability and process for residents to request additional amenities or improvements.

B. Community Development: Council review and Discussion of the proposed Community Development Block Grant (CDBG) Activity Funding for the 2023-2024 CDBG Cycle and Provide Direction to Staff to Prepare the Annual Action Plan for HUD

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9 (d)(2)):

   2 Workers Compensation Claims

B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GC 54956.9)(d)(1)):

   Ortiz v. City of Hanford
   Kings County Superior Court 21C0396

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

FLAG SALUTE:

RECOGNITION:

Oath of Office and Badge Pinning Ceremony for Officer Robert Parker, Officer Wayne Shoemake, and Officer Manuel Pasillas; Presentation of Life Saving Medals to Officer Fabian Avalos and Officer Idalis Rubalcava

CLOSED SESSION ACTION REPORT:

COUNCIL REPORTS/GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

A. Procedural Waiver: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.

B. City Clerk: Approval of the Minutes of the January 17, 2023 Meeting

C. City Clerk: Appointment of Garry Curtis to the vacant Alternate Planning Commissioner seat with an unexpired term ending on 12/31/2025.

D. City Attorney: Approval of a Compromise Agreement and Release with Luis D. Ortiz Alonzo

E. Community Development: Waive and adopt the 2nd Reading of Ordinance 23-02, approving Prezone No. 2021-09, a request to prezone Annexation 160 Part 4 as a combination of R-L-5 Low-Density Residential and MX-C Corridor Mixed Use, in accordance with the General Plan designation for the area, Low-Density Residential and Corridor Mixed Use. The project is generally located east of 10th Avenue, south of Florinda Street, and north of Lacey Boulevard.

F. Public Works: Acceptance of the Offers of Dedication for Tract 922, Unit 1, Authorization for the City Manager to execute and the City Clerk to attest and file the Acceptance of Dedication for Tract No. 922, Unit 1 with the Kings County Recorder's Office.

G. Public Works: Authorization to Award a contract to Aramark Uniform Services (Fresno, CA) to provide uniform and laundry services, initially up to $21,200 annually per specifications of Request for Bid No. 2023-04 for up to three years.

H. Fire: Authorization to accept a FEMA 2021 Assistance for Firefighters Grant for $45,525 for the purchase of firefighting personal protective equipment (PPE) and appropriate an additional $20,078 to the Fire Department's capital outlay in the General Fund to cover the purchase.

GENERAL BUSINESS:

A. Fire: Presentation to Council for direction regarding the 2022 Staffing for Adequate Fire & Emergency Response Grants (SAFER) program, review of the proposal by the Hanford Fire Department to utilize potentially over $2 million in funding to hire more firefighters and reduce the overtime costs to the City's General Fund

COUNCIL COMMENTS AND COMMUNICATIONS::

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

A. Council Future Agenda Items

B. Upcoming Events and Important Dates:
March 11: Helping Hands Volunteer Program - Encore Park 465 E. Encore Dr. 8:00 am-Noon Sign up here
March 21: Regular City Council Meeting
April 1: Run Walk & Roll 5k for Autism Awareness Civic Park Register here

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk’s Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city’s website, www.cityofhanfordca.com subject to staff’s ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk’s office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}

4.A.

AGENDA
STAFF REPORT

MEETING DATE: 3/7/2023	**AGENDA SECTION:** STUDY SESSION

SUBJECT:
Presentation to Council on the status of funding in the Various Landscape Assessment Districts (LAD's); levels of service options for the LAD's; other types of funding mechanisms for subdivision improvements; and the ability and process for residents to request additional amenities or improvements.

Overview
The purpose of the Landscape Assessment Districts is to provide, in part through annual assessments, funding for ongoing installation, maintenance, operation, and servicing of local landscaping, neighborhood parks, and related appurtenant facilities. The ongoing maintenance of landscaped areas within the various districts provides aesthetic benefits to the properties and a more pleasant environment to walk, drive, live, and/or work.

Currently, the City has 43 individual LADs organized into four quadrants (see attached LAD Map). As part of the ongoing maintenance and servicing of the landscape improvements associated with each District, the City has established various maintenance frequencies referred to as Service Levels.

In January 2021, the City contracted with Willdan Financial Services to provide Assessment Engineering Services specific to the 43 designated LADs. This includes a benefit assessment analysis, annual Comprehensive Consolidated Engineer's Report preparation, and strategic planning services to insure that the Districts do not rely on advances from the City's General Fund to operate.

Level of Service
The levels of services provide general guidelines for how often the landscape improvement areas are serviced based on overall maintenance needs and/or available assessment funding. For most districts, the various landscape improvements or improvement areas are maintained at the same level of service. Still, in some districts, two or more service levels may be applicable based on the improvements' nature and/or location. At present, the City has established five Service Levels summarized as follows:

Level of Service	Duration
A	Landscape improvements are serviced every week
B	Landscape improvements are serviced every other week (March through October) and every two weeks (November through February)
C	Landscape improvements are serviced every two weeks
D	Landscape improvements are serviced every two weeks (March through October) and every four weeks (November through February)
E	Landscape improvements are serviced once every month

Current Reality

- 43 total LADs
- 26 LADs have a Consumer Price Index (CPI) escalator
- 17 LADs do not have a CPI escalator
- 6 LADs are operating a combined deficit of $51,342
- 7 LADs have a fund balance of $4,000 or less (projected deficit soon)
- Five of the six deficit LADs do not have a CPI escalator included in their assessment
- The Level of Service among the six deficit LADs is: three at Level A, two at Level B, and three at Level E

Three impending Factors to Consider

- The need to go out to bid for contracted landscape maintenance services. This is expected to result in an increase of 10% to 20%
- The rising cost of utilities (currently outpacing the CPI of 4%)
- Current and future water conservation measures dictated by the State

Strategies Moving Forward

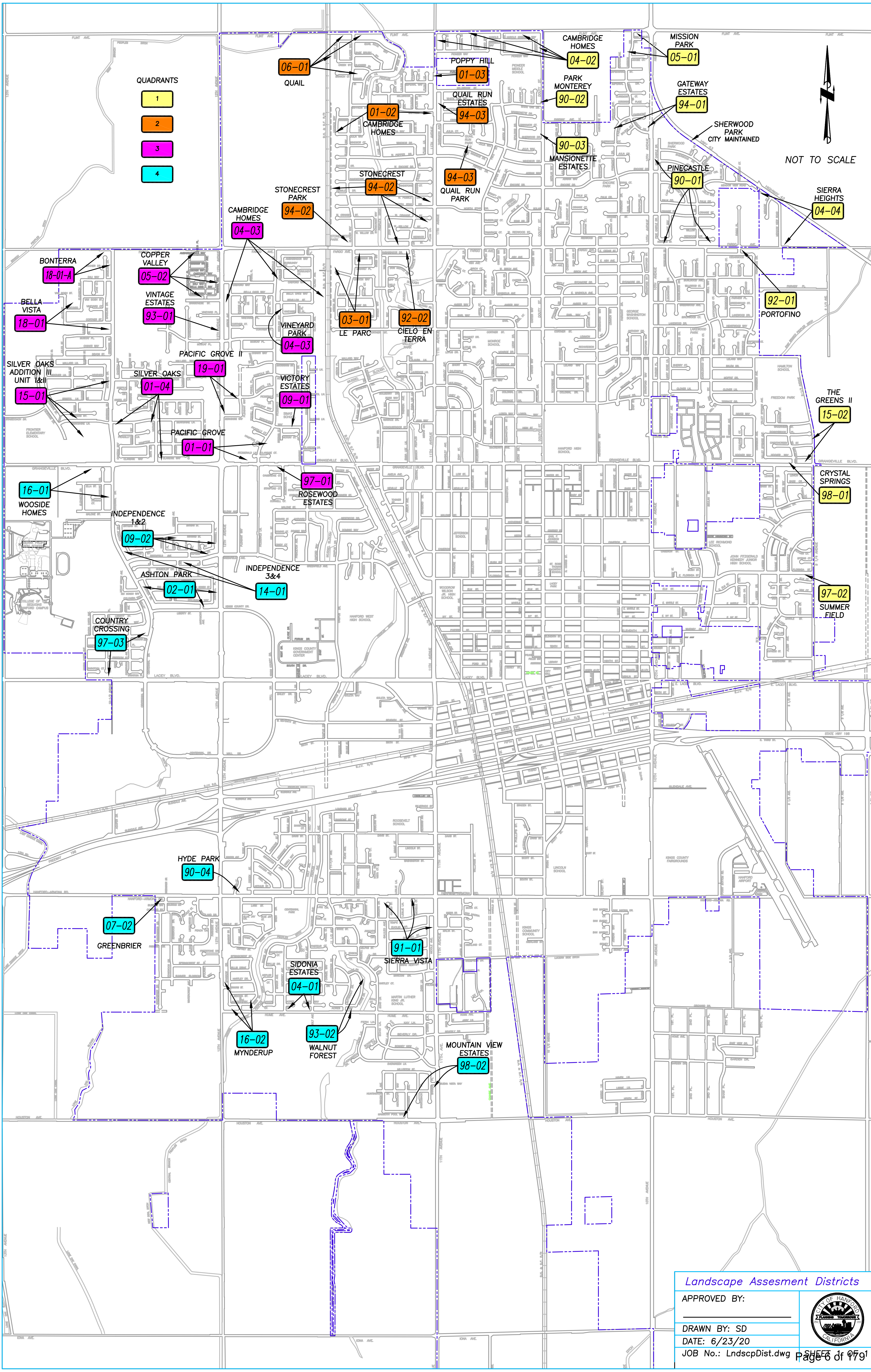
- Reduce the level of service in 5 LADs with a current level of service of either A or B
- Design and implement xeriscape landscaping in LADs with reasonable fund balances to replace turf, demonstrate improved aesthetics, and reduce water consumption.
- Ballot the LADs that currently do not have the CPI escalator
- Eliminate the need for advances from the City's General Fund (Loans)

FISCAL IMPACT

. Decrease (and eliminate) reliance on General Fund support (by way of temporary loans) for LADs currently in

ATTACHMENTS:

1. LAD Map
2. LAD Fund Analysis 2.27.23



Landscape Assesment Districts

APPROVED BY:

DRAWN BY: SD

DATE: 6/23/20

JOB No.: LndscpDist.dwg

SHEET 1 OF 1

City of Hanford
LAD Fund Analysis

#	FUND #	CASH IN BANK		Service level	ESCALATOR
1	0240	$	47,667.44	A	No
2	0241	$	6,048.62	D	No
3	0242	$	**(621.38)**	D	No
4	0243	$	646.04	B	No
5	0244	$	1,144.97	E	No
6	0245	$	**(4,201.19)**	D	No
7	0246	$	911.74	D	No
8	0247	$	7,391.56	A	No
9	0248	$	**(3,203.75)**	A	Yes
10	0249	$	**(7,755.72)**	D	No
11	0250	$	125.08	A	No
12	0251	$	**(20,871.82)**	B	No
13	0252	$	643.95	D	No
14	0253	$	**(1,049.32)**	D	No
15	0254	$	**(10,933.61)**	A	No
16	0255	$	**(2,705.26)**	A	No
17	0256	$	18,268.21	A	No
18	0257	$	18,399.69	A	No
19	0258	$	4,006.08	A	Yes
20	0259	$	20,388.32	A	No
21	0260	$	15,411.03	A	Yes
22	0261	$	7,796.22	A	Yes
23	0262	$	34,057.73	A	No
24	0263	$	53,655.36	A	No
25	0264	$	40,702.26	A	Yes
26	0265	$	43,171.30	B	Yes
27	0266	$	25,624.15	A	No
28	0267	$	16,222.40	A	No
29	0268	$	30,353.43	A	No
30	0269	$	455.27	B	Yes
31	0270	$	12,901.14	A	No
32	0271	$	40,672.09	B	Yes
33	0272	$	85,321.84	A	No
34	0273	$	67,646.22	A	No
35	0274	$	238,401.44	A	Yes
36	0275	$	9,198.34	B	Yes
37	0276	$	8,685.56	A	Yes
38	0277	$	31,429.54	B	Yes
39	0278	$	160,080.40	A	Yes
40	0279	$	18,035.52	A	Yes
41	0280	$	9,895.54	A	Yes
42	0281	$	82,518.33	A	Yes
43	0282	$	75,531.95	A	Yes

CITY OF HANFORD CITY COUNCIL
STAFF REPORT

MEETING DATE: Tuesday, March 7, 2023

SUBJECT: 2023-2024 Annual Action Plan-
Community Development Block Grant (CDBG)

FROM: Community Development-Housing

STAFF RECOMMENDATION

Consider recommendations for Community Development Block Grant (CDBG) Activity Funding
Provide direction to staff to prepare the 2023 Annual Action Plan.

BACKGROUND

The City of Hanford receives funds annually from the U.S. Department of Housing and Urban Development (HUD) as an entitlement city under the Community Development Block Grant (CDBG) Program authorized under Title I of the Housing and Community Development Act of 1974. The CDBG program is the principal Federal program providing localities with grants to devise innovative and constructive neighborhood approaches to improve the physical, economic, and social conditions in their communities through "the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate-income."

The Entitlement Program is the portion of the CDBG program that provides formula grants to metropolitan cities (with populations of 50,000 or more) and urban counties (with populations of at least 200,000, excluding the population of metropolitan cities located therein). Participating grantees automatically receive, but are not required to obtain, an annual allocation of CDBG funds. The amount of each entitlement grant is determined by the statutory formula, which uses several objective measures of community need, including poverty, population, housing overcrowding, age of housing, and growth lag.

Project Selection and Funding

HUD regulations require all CDBG-funded activities to meet one of the three national objectives:

1. Benefit low- and moderate-income (LMI) persons – This national objective is often called the "primary" national objective because the statute requires that recipients expend 70 percent of their CDBG funds to benefit LMI persons.
2. Aid in the prevention or elimination of slums and blight – This category covers activities that aid in the prevention or elimination of slums or blight in a designated area, on a spot basis, or within an urban renewal area, and is not based on the income of residents. There are restrictions on what specific activities are permitted.
3. Urgent need – Use of the urgent need national objective category is rare. It is designed only for activities that alleviate emergencies when other financial resources are unavailable to meet such needs.

The City of Hanford has been a CDBG entitlement grantee since 2004. Over its 19-year history as a CDBG grantee, Hanford has received around $550,000 annually through the program. The following describes the broad types of eligible activities that may be funded through the CDBG program.

Public Services include job training and employment services, health care and substance abuse services, childcare, crime prevention, and Fair Housing counseling. Funding in this category is limited by federal law to a maximum of 15 percent of a grantee's annual CDBG entitlement grant.

Housing Activities – including homeownership assistance, rehabilitation and preservation, lead-based paint testing and abatement, and activities supporting new housing construction such as acquisition, clearance, demolition, site improvements, and street improvements.

Economic Development includes microenterprise assistance, commercial rehabilitation, and special economic development activities.

Public Facilities and Improvements – activities such as acquisition, installation, construction, and rehabilitation of infrastructure (e.g., water/sewer lines, streets, and sidewalks); acquisition, building, or rehabilitation of neighborhood facilities and facilities for persons with special needs (e.g., homeless shelters, group homes, and halfway houses); etc.

Other – such as actual property activities including acquisition, disposition, clearance, and demolition, rehabilitation of publicly- or privately-owned commercial or industrial buildings; code enforcement; historic preservation; renovation of closed buildings; temporary assistance to arrest severe deterioration or alleviate emergency conditions; completion of urban renewal projects.

Planning and Administration –the general management, oversight, and coordination of the CDBG program and other related activities. Funding in this category is limited by federal law to 20 percent of the City's total allocation for the year.

Ineligible Activities - The general rule is that any activity not specifically authorized under the CDBG regulations and statute is ineligible to be assisted with CDBG funds. In addition, the regulations stipulate that the following activities may not be assisted with CDBG funds:

- Buildings for the general conduct of government are ineligible. However, the removal of architectural barriers from government buildings is eligible.
- General government expenses
- Financing for political activities or engaging in other partisan political activities.

The CDBG regulations and statutes place specific requirements and stipulations on project and activity categories, not others. For example, the regulations and statutes cap the CDBG funds used for public service and program administration activities. Additionally, the category of eligibility may dictate the eligible costs, the national objective under which the activity falls, and the triggered rules. Often the rules and regulations triggered for many eligible activities make the actual implementation of such activities too onerous or costly. For this reason, the City has attempted to limit the types of projects it funds, typically with CDBG program dollars, to those manageable to accomplish within a program year.

The CDBG Process in Hanford

Consolidated Plan

As a condition of receiving federal funds, the Federal Housing and Urban Development Department (HUD) requires the City to prepare a five-year Consolidated Plan; this is the first step in the CDBG process. The City Council approved the current Consolidated Plan on May 7, 2019, which governs 2019 through 2023 program years.

Annual Action Plan

Each year, after Congress has passed a budget bill and appropriated funds, the City must submit an Action Plan to HUD, referred to as an Action Plan. This may occur anytime between January and May, depending on the timing of congressional budget action. The Action Plan describes the specific planned uses for CDBG in that program year and certain other program requirements. In addition, these projects consider input received from extensive public outreach.

Public Participation
The City of Hanford has identified five priority development areas to meet the greatest needs of residents in the city. Priorities are based on the following:

Responses to the Community Survey conducted during the Consolidated Plan process.

- Information gathered in specific focus groups.
- Interviews with various organizations and service providers in the housing and community development field; and
- Data from the 2010 Census, the American Community Surveys, Needs Assessment, and the City's General Plan.

The city is estimated to receive a CDBG allocation of $521,703. The total funds recommended for 2023-2024 by eligibility category are as follows:

$78,255 (15% of allocation) for Public Services;
$104,340 (20% of allocation) for Program Administration, including Planning and Fair Housing
$138,000 Housing Rehabilitation
$200,000 *for other eligible activities and projects*

This discussion provides staff direction in the APP preparation process, allowing the Council to review the proposed activities/programs, obtain feedback from the Community and add, delete, or make recommendations. The proposed 2023-2024 Action Plan draft will be available for a minimum thirty-day (30) public comment period before April 10, 2023. Then, the staff will conduct a public hearing and adopt the plan on May 16, 2023.

PUBLIC COMMENTS

Notice of the public hearing before the City of Hanford City Council was published on February 25, 2023, in the *Hanford Sentinel*. No public comments have been received as of this report's preparation date.

FISCAL IMPACT

This action is a prerequisite to ensuring the City can receive its $521,703 CDBG entitlement funds.

14.B.

AGENDA
STAFF REPORT

MEETING DATE: 3/7/2023	AGENDA SECTION: CONSENT CALENDAR

SUBJECT:
Approval of the Minutes of the January 17, 2023 Meeting

RECOMMENDATION:

Recommendation: Approve of the Minutes of the January 17, 2023 Meeting

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

1. 1.17.2023

The City of Hanford
CALIFORNIA

CITY COUNCIL MEETING
MINUTES
January 17, 2023 7:00 PM
Council Chambers
400 N. Douty St.

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

Mayor Paden called to order the study and closes session at 4:00 p.m.

ROLL CALL BY THE CITY CLERK:

Present: Travis Paden, Mark Kairis, Kalish Morrow, Diane Sharp, Lou Martinez.

PUBLIC COMMENT:

Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of ***three minutes*** *is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Mayor Paden opened the public comment period after each of the study session items were presented.

STUDY SESSION :

A. Update on the Sustainable Groundwater Management Act and Mid-Kings River Groundwater Sustainability Agency

Mid Kings River Groundwater Sustainability Agency General Manager, Dennis Mills provided an update of the Sustainable Groundwater Management Act and the Mid-Kings River Groundwater Sustainability Agency. Mr. Mills answered questions from the Council. After a lengthy discussion the Mayor opened the public comment period.

<u>Public Comment:</u>
None.

B. Fire: Council Review of Current City Policy and Direction to staff on the Criteria related to the Opening of Cooling and Warming Centers

Fire Chief Penderass discussed the city's current policy for the cooling and warming centers for the council's review and direction. The Council discussed center locations, funding, and partnering with other agencies. Staff also discussed staffing challenges and answered questions from the Council. After a brief discussion the Council directed staff to move forward with staff's recommendations:

- Merge both documents into Policy and Procedure
- Move directions for prevention, mitigation, and illness treatment information to digital media platforms more accessible to the public.
- Identify funding for Parks & Community Services Director to pay staff to open centers.
- Coordinate with cooperators and stakeholders to develop a regional activation plan and identify partnerships to reduce cost.

Public Comment:
Bob Ramos asked about size of the new transit center.

C. City Council discussion regarding the length of Public Comment and placement of that item within the Council Agenda

City Manager Cifuentez provided the background of the current public comment time for the Council's review and direction. City Attorney Ty Mizote addressed an error in the staff report. He also discussed public comment periods for regular meetings and special meetings and clarified that study sessions are considered special meetings. Staff answered questions from the Council. Council Member Martinez spoke in favor of increasing the public comment period time to five minutes. The Council discussed other ways the public can communicate with the Council. The Council also discussed the Council Member Handbook, possible scenarios, and solutions. Staff addressed the questions and concerns from the Council. It was a Council consensus to keep the public comment time at three minutes and continue accepting public comments after each of the study session staff reports are presented.

Public Comment:
Bob Ramos suggested increasing the time period to four minutes.

Dennis Ham addressed the Council's comments regarding staff time. He also shared his recommendation.

With no further discussion, the Council convened to closed session at 6:01 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (GC 54956.9 (d)(1)):

Helena v. City of Hanford
Kings County Case No. 17C0102

CALL TO ORDER REGULAR SESSION:

Mayor Paden called the meeting to order at 7:10 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Travis Paden	Mayor	Present	3:46 PM
Diane Sharp	Council Member	Present	3:53 PM
Kalish Morrow	Council Member	Present	3:44 PM
Lou Martinez	Council Member	Present	3:44 PM
Mark Kairis	Vice Mayor	Present	3:30 PM

INVOCATION:

The invocation was led by Sylvia Gaston.

FLAG SALUTE:

The flag salute was led by Mayor Paden.

CLOSED SESSION ACTION REPORT:

None.

COUNCIL GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

The Council discussed the meetings and events they attended.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

*A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

City Manager Cifuentez discussed a letter the city received from the Hanford Joint Union High School District Board of Trustees, requesting a traffic study in the areas of Hanford West High School and Hanford High School and possibly forming a subcommittee to review and discuss traffic issues.

Dennis Ham commented on a traffic signal on Grangeville Blvd. and Douty Street. He also commented on the Council voting on items during the study session.

Bob Ramos commented on the vote of the traffic circle project during the study session.

Les Garret Sr. expressed his concerns regarding the changes in the city. He also commented on the traffic circle project and spoke in opposition of the project.

Noor Memon commented on the Bastille and Court House. He also addressed a letter he sent to Council Member Sharp. He requested the Bastille be added to the agenda for discussion.

Nick Wagner addressed the negative output concerning the traffic circle project. He also suggested a town hall meeting for more community input.

Susan Austin spoke in favor of the traffic circle project and stated they are cheaper than traffic signals.

Elena Antoliaga commented the traffic circle project and expressed her concerns regarding traffic flow and the Christmas Parade.

Chris Dean commented on the traffic project and suggested the council reconsider.

Rusty Brookshire commented on the traffic circle project. He also stated Council Member's Kairis and Paden told him they were not going to vote in favor of the project.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

Item D was pulled by staff and Item E was pulled by Council Member Sharp for separate discussion.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Diane Sharp, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Paden, Sharp, Morrow, Martinez, Kairis

A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.

B. City Clerk: Approval of the Minutes of the December 6, 2022

C. Administration: Approval of the renewal and Authorization for the City Manager to execute the annual Professional Services Agreement with Thorn Run Partners for federal legislative advocacy services, effective January 1, 2023 through Dec. 31, 2023, for a monthly fee of $5,000.

D. Public Works: Approval of the Notice of Completion for Tract 911 - Monte Vista, Located on Kimball Street, Northwest of Hanford-Armona Road, and Authorization for the Mayor to Execute and the City Clerk to attest and file said Notice with the Kings County Recorder's office.

E. Public Works: Approve an increase of $50,000 to the Blanket Purchase Order with Central Valley GMC of Fresno CA, for a new total of $100,000, for the purchase of replacement parts for City vehicles and equipment. In addition, approve an additional appropriation of $50,000 to the Fleet Division for this increase.

F. Fire: Approval of an Amended Instructor Service Agreement (ISA) with Fresno City College to provide training services for the Hanford Fire Department

ITEMS PULLED:

1. Community Development: Second Reading of Ordinance No. 22-09, approving, Prezone No. 2021-09, as amended. Prezone No. 2021-09 is a request to pre-zone the annexation area as I-H Heavy Industrial, in accordance with the General Plan designation for the area. The General Plan Designation for the area is Heavy Industrial.

   [Item D]

   Pulled by staff.

   Deputy City Manager Jason Waters provided an updated of the annexation. It will be presented to the Council at a future meeting.

RESULT:	**WITHDRAWN**

2. Community Development: Second Reading of Ordinance No. 22-08, Prezone 2021-14: A request related to an annexation request in process for a County Island that is within the City of Hanford Sphere of influence. A request to pre-zone/rezone the site from C-S – Service Commercial (County) to MX – C - Corridor Mixed Use (City), consistent with the proposed land use designation and the ALUCP, on 18 parcels totaling approximately 28 acres. The project is located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue in a County Island and within the City of Hanford Sphere of Influence (APNs 014-201-006, -009, 014-202-005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -020, -021, -022, and 014-221-026).

[Item E]

Pulled by Council Member Sharp to recuse herself from voting.

Motion to approve.

RESULT:	**APPROVED [4 TO 0]**
MOVER:	Kalish Morrow, Council Member
SECONDER:	Mark Kairis, Vice Mayor
AYES:	Paden, Morrow, Martinez, Kairis
ABSTAIN:	Sharp

GENERAL BUSINESS:

A. Public Works: Authorization to purchase the street right-of-way located on the south east corner of 12th Ave. and Hume Ave., in the amount of $67,100.00 plus escrow fees; Approval to accept the Grant Deed and Authorization for the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office; Approval of the Purchase and Sale Agreement and Authorization for the City Manager to execute said agreement; and Approve an additional appropriation of $85,700 from Traffic Impact Fees to fully fund the 12th Ave. and Hume Ave. Traffic Signal Project Right-of-Way Phase.

Public Works Director Jim Ross discussed the item for the Council's review and consideration. Staff answered questions from Mayor Paden.

Motion to approve.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kalish Morrow, Council Member
SECONDER:	Mark Kairis, Vice Mayor
AYES:	Paden, Sharp, Morrow, Martinez, Kairis

B. Council: Approval of the Reappointment of Joseph Castaneda to the Parks and Recreation Commission and Orie Rubalcava to the Parking and Traffic Commission for their second terms and appoint Gunther Norris, currently the alternate, to the vacant seat on the Planning Commission

City Manager Cifuentez discussed the re-appointment and appointment process for the Council review and consideration. The Council discussed adding alternates to all commissions. City Manager Cifuentez answered questions from the Council.

Motion to approve as presented and direct staff to bring back a municipal code amendment to create alternate commissioner seats on the Parks & Recreation and Parking & Traffic Commissions.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kalish Morrow, Council Member
SECONDER:	Diane Sharp, Council Member
AYES:	Paden, Sharp, Morrow, Martinez, Kairis

COUNCIL COMMENTS AND COMMUNICATION:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

A. Council Future Agenda Items

The Council directed staff to bring back a recap of Winter Wonderland, brought forth by Council Member Sharp.

Council Member Martinez announced that the agenda packet will be available at the library after it's posted. He also questioned the status of the traffic circle project. City Manager Cifuentez answered questions from the Council and discussed the next step of the traffic circle project. He also discussed the formal direction provided by the Council at the December 20, 2022, Study Session.

ADJOURNMENT:

Mayor Paden adjourned the meeting at 7:59 p.m.

Respectfully submitted,

Natalie Corral
City Clerk

14.C.

AGENDA
STAFF REPORT

MEETING DATE: 3/7/2023	AGENDA SECTION: CONSENT CALENDAR

SUBJECT:
Appointment of Garry Curtis to the vacant Alternate Planning Commissioner seat with an unexpired term ending on 12/31/2025.

RECOMMENDATION:

Recommendation: That the Mayor, with approval of the full City Council, appoint Garry Curtis to the Planning Commission as the Alternate to fill an unexpired term ending 12/31/2025.

BACKGROUND:

The November 2022 election resulted in the appointment of Travis Paden to the City Council and, thereby, created a vacancy on the Planning Commission. Accordingly, on January 17, 2023, the City Council took action to appoint Gunther Norris to the vacant seat on the Planning Commission and that created a vacancy on his previously held alternate seat.

On February 16, 2023, the Mayor, City Manager and Deputy City Manager interviewed three (3) applicants for the Planning Commission. Mr. Garry Curtis ranked the highest of the three applicants and is therefore, being recommended for appointment by the full council.

Section 2.20.030 of the City of Hanford Municipal Code states that:

"Members of all commissions shall be appointed by the mayor with the approval of a majority of the members of the city council."
At the direction of the Mayor, staff created a formal interview process and a detailed list of questions related to the Commission that the applicants had e
The Mayor, along with various staff, interviewed each Planning Commissioner applicant and ranked their interviews on the basis of a 5-point scale for each question. The panel interviewed four (4) applicants. After interviewing all prospective candidates, the interview panel recommends the top scoring applicant to fill the vacancy.

FISCAL IMPACT:

ATTACHMENTS:
1. Application_Redacted

SUBMIT TO:

CITY CLERK
319 N. Douty St.
Hanford, CA 93230
Phone (559) 585-2515
Fax (559) 585-2595

RECEIVED
CITY OF HANFORD
DEC 12 2022
CITY CLERK

CLERK'S OFFICE USE ONLY:

CITY OF HANFORD
RESIDENT: YES NO

DISTRICT NO. A B C D E

CITY OF HANFORD
APPLICATION FOR COMMISSION APPOINTMENT

APPLICANTS ARE ENCOURAGED TO CONTACT A COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1. Mr. Mrs. Ms. Garry A Curtis
   First Middle Last

2. Residence address: [redacted]
   Hanford Kings CA 93230
   City County State Zip

   Cell/Home Phone [redacted]

   E-mail address [redacted]

3. Position(s) sought: (List in order of preference)
   1) Planning Commission
   2)
   3)

4. Business Title or Occupation: Not Working

   Company:

   Address:

   City County State Zip

   Phone (______)

5. Education - List schools attended and/or graduated/degree(s):
   Hanford Joint Union High School (East Campus)
   (Some) College No Degrees

6. Other Special Training or Experience:

I was on a County Commission many years ago. The Generdth Plan of Kings County. Kings County General Plan Commission.

7. Previous and present governmental and civic experience. Indicate when, position and duties:

Volunter IN USDA Commudities
Hanford Joint Union Hight School Oversight Committee for all High Schools

8. Please explain why you wish to serve on a Commission for the City of Hanford:

I would like to be into this Voluntery Commission to help the city improve itself and to work with Public of Hanford

9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:

NONE

Please attach your resume, and any additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I, Gary A. Curtis, understand that in connection with this application for appointment, this document and the information contained herein will be made available to the general public upon request. I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Gary A. Curtis
Signature of Applicant

12-6-22
Date

AGENDA
STAFF REPORT

MEETING DATE: 3/7/2023	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of a Compromise Agreement and Release with Luis D. Ortiz Alonzo

RECOMMENDATION:

Recommendation: It is recommended that the City Council approve the Compromise Agreement and Release with Luis D. Ortiz Alonzo and direct staff to take all necessary action to carry out the terms of the settlement.

Recommended Motion: I move to: (i) approve the Compromise Agreement and Release regarding the lawsuit filed against the City by Luis D. Ortiz Alonzo; (ii) authorize and direct the City Manager to execute the Compromise Agreement and Release on the City's behalf; and (iii) and authorize and direct the City Manager to carry out the terms of Compromise Agreement and Release.

BACKGROUND:

David Ortiz Alonzo filed a complaint against the City of Hanford and PD Officer Ruben Cano following a bite to Mr. Ortiz Alonzo's left leg by PD K9 Krash on March 19, 2021.

Mr. Ortiz Alonzo was a security guard at the Hanford Chrysler dealership when he witnessed a suspect attempting to break into a vehicle. Mr. Ortiz Alonzo called the police and Officer Cano was dispatched to the scene. Officer Cano engaged in an altercation with the suspect, during which time, he released his K9 partner, Krash. Mr. Ortiz Alonzo had moved toward Officer Cano during the altercation and Krash bit Mr. Ortiz Alonzo on the upper left leg and failed to release the bite despite several commands to do so. The entire incident was captured on body-cam footage. Mr. Alonzo was taken to the hospital immediately where he underwent surgery to repair tissue and ligament damage to his upper thigh area. Since the incident, Mr. Ortiz Alonzo underwent an additional knee surgery to repair additional injuries caused by the incident. He is expected to need additional medical treatment, including physical therapy, to deal with residual leg and knee injuries. If the matter went to trial, it is expected that Mr. Ortiz Alonzo would have also claimed non-physical injuries, including anxiety, depression, and PTSD. Mr. Alonzo alleged Strict Liability (Animal with Known Dangerous Propensity) and Negligence and alleged roughly $1.2 million in damages.

Trial in this matter was set for March 20, 2023.

The parties attended mediation on December 8th, 2022 with Matthew Lane. This Mediation was not successful. Parties then attended a Mandatory Settlement Conference with Judge D'Morias on January 17, 2023, which was also unsuccessful. Following the Settlement Conference, the parties discussed and mutually decided that one last attempt at mediation was warranted. On February 22, 2023, the parties participated in a Mediation with Byron Rabin, a mediator suggested by Plaintiff's counsel. The parties negotiated a settlement in the amount of $750,000, which is significantly less than the amount that Plaintiff's counsel was going to present to a jury. The terms of the settlement are set forth in the attached Compromise Agreement and Release. The City's insurance, PRISM, was closely involved and approved the settlement amount.

Since the City is a party to the matter, the settlement is conditioned on Council approval, although PRISM plays a large role in the settlement decision as PRISM will ultimately fund the settlement amount. Following the City's payment of the settlement, PRISM will refund the amount to the City as the City is beyond its $100,000 self-insured retention (deductible) in this matter.

Although the damage numbers presented by Mr. Alonzo are contested, the cost of trial along with the possible award that a jury may be inclined to award are potentially much higher than the settlement amount.

FISCAL IMPACT:

The City's self-insured retention amount is $100,000, and PRISM will pay the portion of the settlement, fees, and costs in this matter that exceed $100,000.

ATTACHMENTS:

1. Compromise Agreement and Release

COMPROMISE AGREEMENT AND RELEASE

Luis David Ortiz Alonzo ("Ortiz"), City of Hanford ("City") and Ruben Cano ("Cano"), collectively "Parties", in consideration of the promises made herein, agree as follows:

1. **Nature and Effect of Agreement**

This Compromise Agreement and Release ("Agreement") consists of a compromise and settlement by the parties of Ortiz' claims against the City and Cano arising from the disputes described in Section 2 herein. By executing this Agreement, each of the parties intends to and does hereby extinguish the obligations, heretofore existing between them and arising from the disputes. This Agreement is not, and shall not be treated as, an admission of liability by any party for any purpose.

2. **Nature and Status of Dispute**

On March 19, 2021, Cano, who was working as a Hanford Police Officer, responded to a call for service made by Ortiz for an unauthorized person on property Ortiz was patrolling. During Cano's attempt to arrest the individual, his K9 officer bit Ortiz causing injury to Ortiz' thigh. Ortiz filed a complaint in Kings County Superior Court case number 21C0396 claiming strict liability and negligence on the part of Cano and the City.

3. **Consideration**

In exchange for the promises, covenants and agreements by the parties as set forth in this Agreement, the parties agree to the following:

   a. The City agrees to pay Ortiz seven hundred and fifty thousand dollars ($750,000.00) within thirty days of full execution of this Agreement.

   b. Ortiz agrees to dismiss with prejudice Kings County superior Court case number 21C0396 within fourteen (14) days of receipt of the funds described above.

4. **Release and Discharge**

Ortiz hereby does release and discharge the City and Cano and the City and Cano do hereby release and discharge Ortiz , each of their predecessors, and successors in interest, heirs and assigns from, and relinquish, any and all past, or present claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses and compensation, whether based on tort, contract, or other theories of recovery, that either may have against each other arising from the facts which are the subject of the actions described in Section 2 herein.

5. **Unknown Claims**

   a. The Parties acknowledge and agree that the release that they give to the other Party on executing this Agreement applies to all claims for injuries, damages or losses to their person and property, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent) that they may have against the other Party, arising out of the facts which are the subject matter of the legal actions described in Section 2 herein and they hereby waive application of Civil Code Section 1542 of those claims, which reads:

   "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Each acknowledges their waiver of the application of Civil Code Section 1542 by signing here:

Dated: _______________ ___________________________________
Luis David Ortiz Alonzo

Dated: _______________ ___________________________________
Mario Cifuentez, on behalf of City of Hanford

Dated: _______________ ___________________________________
Ruben Cano

b. The Parties understand and acknowledge that in consequence of this waiver of Civil Code Section 1542, even if they should eventually suffer additional damages arising out of the claims alleged in the actions described in Section 2 herein, they will not be able, based on the facts, to make any legal claim for those damages. Furthermore, the Parties acknowledge that they intend these consequences even as to claims for damages that may exist as of the date of this release but that either party does not know exist, and that if known, would materially affect the decision to execute this Agreement, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. Advice of Attorney

Each party warrants and represents that in executing this Agreement, they have relied on legal advice of the attorney of their choice; that the terms of this Agreement have been read and its consequences (including risks, complications, and costs) have been completely explained to them by that attorney; and that they fully understand the terms of this Agreement. Ortiz further acknowledges and represents that, in executing this Agreement, they have not relied on any inducements, promises, or representations made by Defendants or any party representing or serving them, other than that what is stated herein.

7. Conditions of Execution

Each party acknowledges and warrants that their execution of this Agreement is free and voluntary and each party further affirms he/she/it will not personally or through a third party, disparage the acts or motives of another party regarding the facts which are the subjects of the actions described in Section 2 herein, nor the acts or motives of another party regarding the settlement of the claims alleged in the actions described in Section 2 herein to any third party, provided that nothing in this section shall preclude or otherwise limit any party from discussing or testifying if required by law.

8. Execution of Other Documents

Each party to this Agreement shall cooperate fully in the execution of any and all other documents and in any additional acts that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

9. Attorneys' Fees

Each party to this Agreement shall bear all his/her/its attorneys' fees and costs arising from that party's own counsel in connection with the actions identified in Section 2 herein, and the matters referred to herein. This section shall be applicable to this entire Agreement, except that in an action to enforce this agreement reasonable attorney's fees and costs shall be awarded to the prevailing party.

10. Entire Agreement

This Agreement contains the entire agreement between the parties.

11. Effective Date

This Agreement shall become effective immediately on execution by Ortiz, Ruben Cano and City of Hanford.

12. Governing Law

This Agreement is entered into, and shall be construed and interpreted, in accordance with the laws of the State of California.

13. Counterparts and Modification

This Agreement may be executed in counterparts. This Agreement may only be modified in writing, signed by all parties who are affected by the modifications.

Ortiz:

Dated: ______________________

____
Luis David Ortiz Alonzo

Defendants:

Dated: ______________________

____
Mario Cifuentez, City Manager for
City of Hanford

Dated: ______________________

____
Ruben Cano

APPROVED AS TO FORM AND CONTENT:

Dated: ______________________

____
Esteban Espinosa-Ulloa
Lalezary Law Firm, LLP.
Attorney for: Ortiz

Dated: ______________________

____
Christina G. Di Filippo
Griswold, LaSalle, Cobb, Dowd & Gin, LLP
Attorney for: Defendants

AGENDA
STAFF REPORT

MEETING DATE: 3/7/2023	AGENDA SECTION: CONSENT CALENDAR

SUBJECT:
Waive and adopt the 2nd Reading of Ordinance 23-02, approving Prezone No. 2021-09, a request to prezone Annexation 160 Part 4 as a combination of R-L-5 Low-Density Residential and MX-C Corridor Mixed Use, in accordance with the General Plan designation for the area, Low-Density Residential and Corridor Mixed Use. The project is generally located east of 10th Avenue, south of Florinda Street, and north of Lacey Boulevard.

RECOMMENDATION:

Recommendation: Waive and adopt the 2nd reading of Ordinance 23-02, approving Prezone 2021-09.

Recommended Motion: I move to waive and adopt the 2nd reading of Ordinance 23-02, approving Prezone 2021-09.

BACKGROUND:

See staff report.

FISCAL IMPACT:

ATTACHMENTS:
1. Ordinance 23-02 Prezone 2021-09
2. Annexation Island City Council Staff Report

CITY OF HANFORD
CITY COUNCIL

MEETING DATE: March 7, 2023

RECOMMENDATION

Staff recommends the City Council:

1. Waive and adopt the second reading of Ordinance 23-02, approving Prezone No. 2021-09.

RECOMMENDED MOTION

1. I move to waive and adopt the second reading of Ordinance 23-02, approving Prezone No. 2021-09.

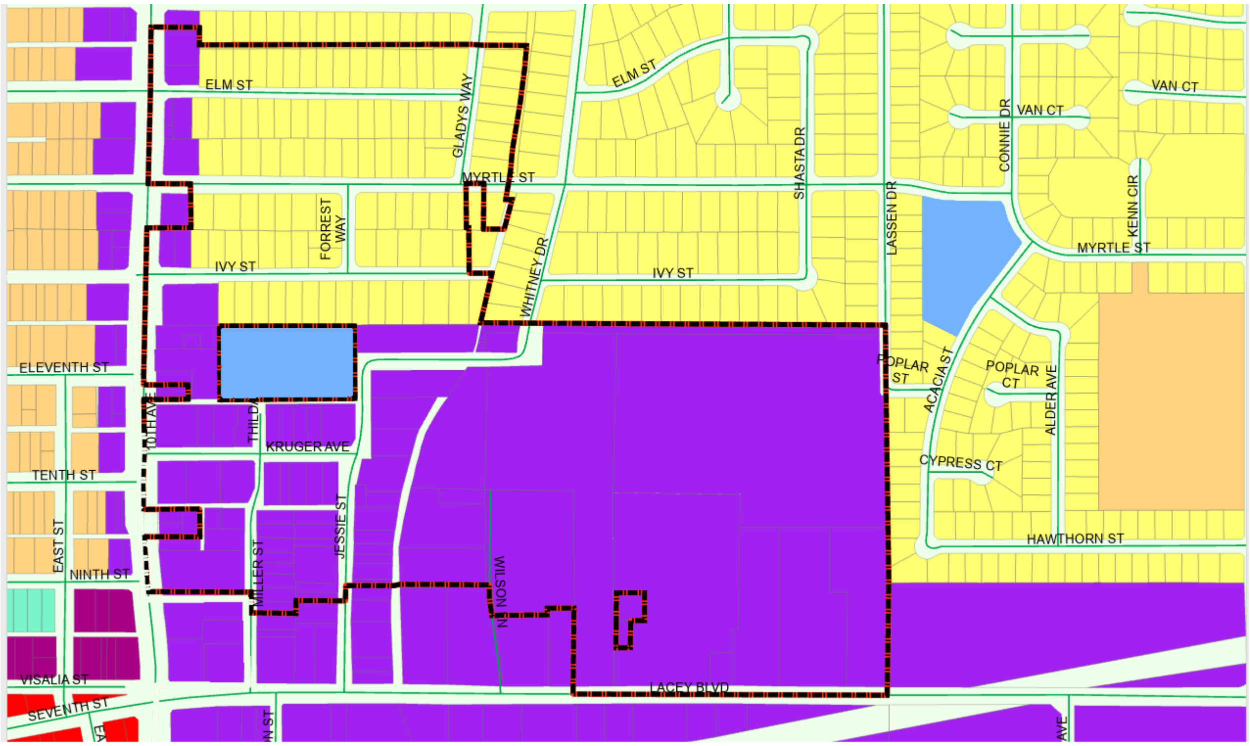
BACKGROUND

On February 7, 2023 the City Council held a public hearing for Annexation 160 (Part 4) and Prezone 2021-09. Following public comment and questions from the council, the item was continued to the February 21, 2023 meeting. During the February 21st meeting, the City Council introduced the ordinance and waived the first reading for the proposed project.

Prezone No. 2021-09

Prezone No. 2021-09 is a request to prezone Island #4, as R-L-5 Low-Density Residential and MX-C Corridor Mixed Use, in accordance with the General Plan land use designation for the island, Low Density Residential and Corridor Mixed Use.

Figure 1:
Proposed Prezoning Low Density Residential, 5,000 sq. ft. min. (R-L-5) and MX-C Corridor Mixed Use



Project Location #4 East Hanford

County island #4 includes 172 parcels located east of 10th Avenue, South of Florinda, North of Lacey Boulevard. The assessor's parcel numbers (APNs) are:

014-184-003 through -009	014-201-009 through -011	014-212-006
014-185-020 through -035	014-202-001	014-212-013 through -022
014-185-400	014-202-004 through -006	014-213-001 through -005
014-186-002 through -030	014-203-002 through -006	014-213-009
014-186-035	014-204-001	014-221-007 through -009
014-186-037 through -039	014-204-002	014-221-012
014-191-002 through -019	014-204-004 through -006	014-221-015
014-192-002 through -006	014-204-008	014-221-017 through -019
014-192-008	014-205-001 through -005	014-221-021
014-192-012	014-206-004 through -007	014-221-022
014-192-013	014-211-002	014-221-026
014-192-015	014-211-016	014-221-033
014-192-016	014-211-020	014-221-036
014-193-001 through -016	014-211-021	014-221-037
014-201-003	014-211-025	014-221-040
014-201-007	014-212-001 through -004	014-221-0

FINDINGS FOR APPROVAL

All findings were made by the City Council, in accordance with Section 17.86.030 of the Hanford Municipal Code.

Prezone No. 2021-09 is consistent with the land use designations shown on the 2035 General Plan Land Use Map, as amended under General Plan Amendment No. 2021-01 C. This will ensure that zoning after annexation is consistent with the General Plan. The Low-Density Residential land use designation found in Annexation Area #4, is consistent with the R-L-5 zone. The Corridor Mixed Use designation is consistent with the MX-C Corridor Mixed Use zone.

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan and the Municipal Code.

   Analysis: Prezone No. 2021-09 is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Land Use Policies L15, L16, and L17. There is not a plan for development at this time. Most of the parcels proposed for annexation are already developed at the densities consistent with the proposed prezoning.

2. That the amendment would not be detrimental to the public health, safety, or welfare of the community.

   Analysis: There is no evidence that annexation of the county islands into the city limits would negatively affect health, safety, or welfare. On the contrary, the coordination of services between the City and County will be improved by reducing inefficiencies through annexation.

3. That the amendment would maintain the appropriate balance of land uses within the City.

   Analysis: The proposed prezoning is consistent with the land use designations established int the General Plan.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

   Analysis: Most of the sites are already developed, and those uses appear to be consistent with the proposed prezoning.

ORDINANCE NO. 23-02
PREZONE NO. 2021-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HANFORD PREZONING ANNEXATION 160, PART 4 AS R-L-15 LOW-DENSITY RESIDENTIAL AND MX-C CORRIDOR MIXED USE, IN ACCORDANCE WITH THE GENERAL PLAN DESIGNATION FOR THE PROJECT SITE, LOW-DENSITY RESIDENTIAL AND CORRIDOR MIXED USE. THE PROJECT IS GENERALLY LOCATED EAST OF 10TH AVENUE, SOUTH OF FLORINDA DRIVE, NORTH OF LACEY BOULEVARD.

The City Council of the City of Hanford does ordain as follows:

Section 1: The following described territory situated in the City of Hanford is hereby prezoned under the terms of Chapter 17.86 of the Hanford Municipal Code:

Annexation 160, Part 1 filed by the City of Hanford

FROM: County zoning of R-1-8 Low-Density Residential, CN Neighborhood Commercial, and CS Service Commercial

TO: City zoning R-L-5 Low-Density Residential and MX-C Corridor Mixed Use

On property described as follows:

Approximately 93.2 acres generally located on the east of 10th Avenue, south of Florinda Drive, north of Lacey Boulevard, as described in the legal description in attached **Exhibit A,** and as depicted in attached **Exhibit B**; and

Section 2: The Council does hereby find as a fact that this Ordinance has been recommended for passage by the Planning Commission of the City of Hanford after public hearing before the Planning Commission after notice required by Section 17.70.100 of the Hanford Municipal Code and Government Code Section 65854. The City Council that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), per Categorical Exemption Class 19 (Annexation of areas containing existing public or private structures developed to the density allowed by the current prezoning) and because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment per CEQA Guidelines Section 15061(b)(3). The City Council hereby finds that the prezoning is required to achieve the objectives of the zoning regulations as set forth in Section 17.06.010 of the Hanford Municipal Code, and that this Ordinance has been introduced by the City Council after public hearing held on the 7th day of February, 2023 at 7:00 p.m. of said day after notice required under the provisions of Section 65856 of the Government Code.

Section 3: This Ordinance shall take effect thirty (30) days after its passage, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage, and the zoning will apply to such property in the event of subsequent annexation to the City under the provisions of Section 65859 of the Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on the ____ day of ________, by the following roll call vote:

APPROVED

____

ATTEST: **MAYOR** of the City of Hanford

____

Natalie Corral
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 7th day of February, 2023 and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _______ day of ______________, 2023.

Dated: ______________________ ______________________________

Natalie Corral
City Clerk

Exhibit A

Legal Description

ANNEXATION NO. 160 PART 4
ANNEXATION TO THE CITY OF HANFORD
GEOGRAPHIC DESCRIPTION

A portion of the Southwest Quarter of Section 30, Township 18 South, Range 22 E, MDB&M, in the State of California, County of Kings, described as follows:

Beginning at the Southeast Corner of said Southwest Quarter, also being a point on the existing city limits of the City of Hanford;

Thence along the existing boundary of the City of Hanford, being a description of an existing unincorporated island within said City of Hanford, the following courses:

1. West along the South line of said Southwest Quarter, a distance of 1,133 feet to the Southerly prolongation of the east line, of Parcel 1, as shown on a Parcel Map recorded in Book 5, at Page 42, of Parcel Maps in the Office of the Kings County Recorder;
2. Thence North 0°14’00” East, along last said prolongation and last said East line of Parcel 1, a distance of 245.40 feet to an angle point in last said East line;
3. Thence North 0°29’50” West, along last said east line of Parcel 1, a distance of 66.93 feet to the Northeast Corner of said Parcel 1;
4. Thence South 89°28’28” West, along the North line of said Parcel 1, a distance of 93.20 feet to the Northwest corner thereof;
5. Thence South 0°14’00” West, along the West line of said Parcel 1, a distance of 26.47 feet to the most southerly, Southeast corner, of Parcel 2 of last said Parcel Map;
6. Thence West, along the South line of last said Parcel 2, a distance of 186.47 feet to the Southwest corner thereof;
7. Thence North 8°15’00” West, along the West line of last said Parcel 2, a distance of 109.64 feet to a corner in the westerly boundary of last said Parcel 2;
8. Thence North 88°51’10” West, along the boundary of last said Parcel 2, a distance of 58.26 feet to the most westerly, southwest corner of last said Parcel 2:
9. Thence South, along the Southerly Prolongation of the West line of said Parcel 2, a distance of 8.11 feet to a point on the North line of Parcel B as shown on a Parcel Map recorded in Book 12 at Page 28 of Parcel Maps in the office of the Kings County Recorder, said point being on the westerly line of Wilson Lane as depicted thereon;
10. Thence West along the North line of last said Parcel B and the North line of Parcel A as depicted on last said Parcel Map and the westerly prolongation thereof, a distance of 323.82 feet to the Centerline of Peoples Ditch as shown on said Parcel Map;
11. Thence North 0°55’10” West, a distance of 28 feet, to the Easterly prolongation, of the North line, of lot 6, of Benedict’s Subdivision, as said lot 6 is shown on a map recorded in Book 1, at Page 39, of Licensed Surveyors’ Plats;
12. Thence West along last said prolongation and said North line of lot 6, and the westerly prolongation thereof, a distance of 192 feet to the centerline of Jessie Street as shown on said Benedict’s Subdivision;

13. Thence South 0°55'50" West, along said centerline of Jessie Street, a distance of 75 feet to the Easterly prolongation, of the North line, of the South 75 feet, of lot 20, of last said Subdivision;
14. Thence West, along last said prolongation and North line, a distance of 177.28 feet, to the west line, of said lot 20, also being the East line of Block 2 of Orange Addition as shown on a map recorded in Book 1, at Page 8, of Licensed Surveyors' plats in the Office of the Kings County Recorder;
15. Thence South, along the East line of last said Block 2, a distance of 54 feet to the Northeast corner of Lot 9 of last said Block;
16. Thence West, along the North line of said lot 9, and its westerly prolongation, a distance of 162 feet, to the centerline of Miller Street as said street is shown on last said map;
17. Thence North, along said Centerline of Miller Street, a distance of 75 feet, to the Easterly prolongation, of the South line, of lot 20 of Block 1 of said Orange Addition;
18. Thence West, along last said prolongation, and said South lines of lots 20, and 43, and the westerly prolongation of said lot 43, a distance of 366 feet, to the West line of said Southwest Quarter;
19. Thence North, along last said West line, a distance of 200 feet, to the Westerly prolongation, of the South line, of Lot 35, as said lot is shown on said map of Orange Addition;
20. Thence East, along last said prolongation, the South line of said lot 35, and its easterly prolongation, a distance of 191 feet, to the Southwest corner of lot 28, of said Orange Addition;
21. Thence North, along the West lines of lots 28, 29, 30 and 31, and the northerly prolongation thereof, a distance of 120 feet, to the North line of the alley on the South side of Block A, of Bestmann's Addition, as said Bestmann's Addition, is shown on a map recorded in the Map Book, at Page 94, in the office of the Kings County Recorder;
22. Thence West, along said North line of the alley and its westerly prolongation, a distance of 191 feet to said West line of the Southwest Quarter;
23. Thence North, along last said West line, a distance of 380 feet to the intersection with the Westerly prolongation of the North line of the alley, on the North side of Block B, of said Bestmann's Addition;
24. Thence East, along last said North line of the alley, a distance of 155 feet;
25. Thence North a distance of 50 feet;
26. Thence West, a distance of 155 feet, to said West line of the Southwest Quarter;
27. Thence North, along said west line of the Southwest Quarter, a distance of 557.78 feet to the westerly prolongation of the South line of lot 14, in Block 2 of Homevilla Tract, as shown on a map recorded in Book 3, at page 79 of Licensed Surveyors' Plats, in the Office of the Kings County Recorder;
28. Thence East, along last said prolongation and the South line of lot 14, a distance of 160 feet to the Southeast corner of said lot 14;
29. Thence North along the east line of said lot 14 and lot 15 and the Northerly projection of lot 15, a distance of 163 feet to the centerline of Myrtle Street as shown on said map of Homevilla Tract;

30. Thence West, along said Centerline, a distance of 160 feet to said West line, of the Southwest Quarter;
31. Thence North, along last said West line, a distance of 549.64 feet, to the Westerly prolongation, of the South line of lot 19 of Homevilla Tract No. 2, as shown on a map recorded in Volume 4, at Page 85, of Licensed Surveyors' Plats, in the Office of the Kings County Recorder;
32. Thence South 89°35'00" East, along last said westerly prolongation and the South line of last said lot 19, a distance of 190.00 feet, to the Southeast corner of said lot 19;
33. Thence South, along the West line of lot 20 of last said Tract, a distance of 63.20 feet to the Southwest corner thereof;
34. Thence South 89°49'30" East, along the South line of last said Tract. a distance of 1,189.58 feet to a point on the Centerline of People's Ditch, which is also 21 feet east of the Southeast corner of lot 37 of said Homevilla Tract No. 2;
35. Thence South 07°00'10" West, along said Centerline of People's Ditch, also being along the Westerly boundary of an area annexed to the City of Hanford, by Ordinance 500, and depicted on a map recorded in Volume 5, at Page 5, of Licensed Surveyors' Plats in the Office of the Kings County Recorder, a distance of 501.63 feet;
36. Thence continuing, South 15°02'00" West, a distance of 161.23 feet; to the Easterly prolongation of the North line of the South 133 feet of lot 12 of Rawlins Tract recorded in the Map Book at Page 6 in the records of the Kings County Recorder;
37. Thence N 89°50'00" West, along last said prolongation, a distance of 77.54 feet to the Southeast corner of a deed recorded in Book 1185, at Page 783 of official Records in the Office of the Kings County Recorder;
38. Thence North, along the East line of last said deed, and its northerly prolongation, a distance of 163 feet to a point 30 feet North of the Northeast corner of last said deed;
39. Thence North 89°50'00" West, a distance of 60 feet;
40. Thence South 00°10'00" West, a distance of 30 feet, to the Northwest corner of last said deed;
41. Thence South 7°14'00" West, along the westerly boundary of said deed, a distance of 133.17 feet to the Southwest corner thereof;
42. Thence South 89°50'00" East, along the south line of said deed, a distance of 28.42 feet to the Northwest corner of a deed recorded in Book 1278, at Page 713 of Official Records in the Office of the Kings County Recorder;
43. Thence South, along the west line of last said deed, and its southerly prolongation, a distance of 158 feet to the centerline of Ivy Street;
44. Thence East, along last said centerline a distance of 81.82 feet to the centerline of People's ditch, also being the area annexed to the City of Hanford by Ordinance 500 and depicted on a map recorded on Volume 5, at Page 5, of Licensed Surveyors' Plats;
45. Thence South 12°43'50" West a distance of 185 feet to the Southwest corner of Richmond Heights Subdivision, as shown on a map recorded in Volume 5, at Page 6, in Licensed Surveyors' Plats;
46. Thence South 89°37'30" East, along the South line of said Richmond Heights, a distance of 1,468.24 feet to the East line of said Southwest Quarter;

47. Thence South 0°01’40” West, along last said East line, a distance of 1,327.68 feet to the Point of Beginning;

Excepting therefrom, the following described Parcel which is currently within the city limits of the City of Hanford:

Beginning at the Southeast corner of said Southwest Quarter;
Thence West, along the South line of said Southwest Quarter, a distance of 973.80 feet;
Thence North 0°16’11” West a distance of 266.90 feet to the True Point of Beginning;

48. Thence North 0°16’11” West a distance of 100.00 feet;
49. Thence East a distance of 100.00 feet;
50. Thence South 0°16’11” East, a distance of 100.00 feet;
51. Thence West a distance of 100 feet to the True point of Beginning

Also Excepting the following described Parcel which is also currently within the city limits of the City of Hanford:

Beginning at the Northwest corner of the Southwest Quarter of said Southwest Quarter of Section 30;
Thence South 89°37’42” East, along the North line, of last said Southwest Quarter, of the Southwest Quarter, a distance of 264.00 feet;

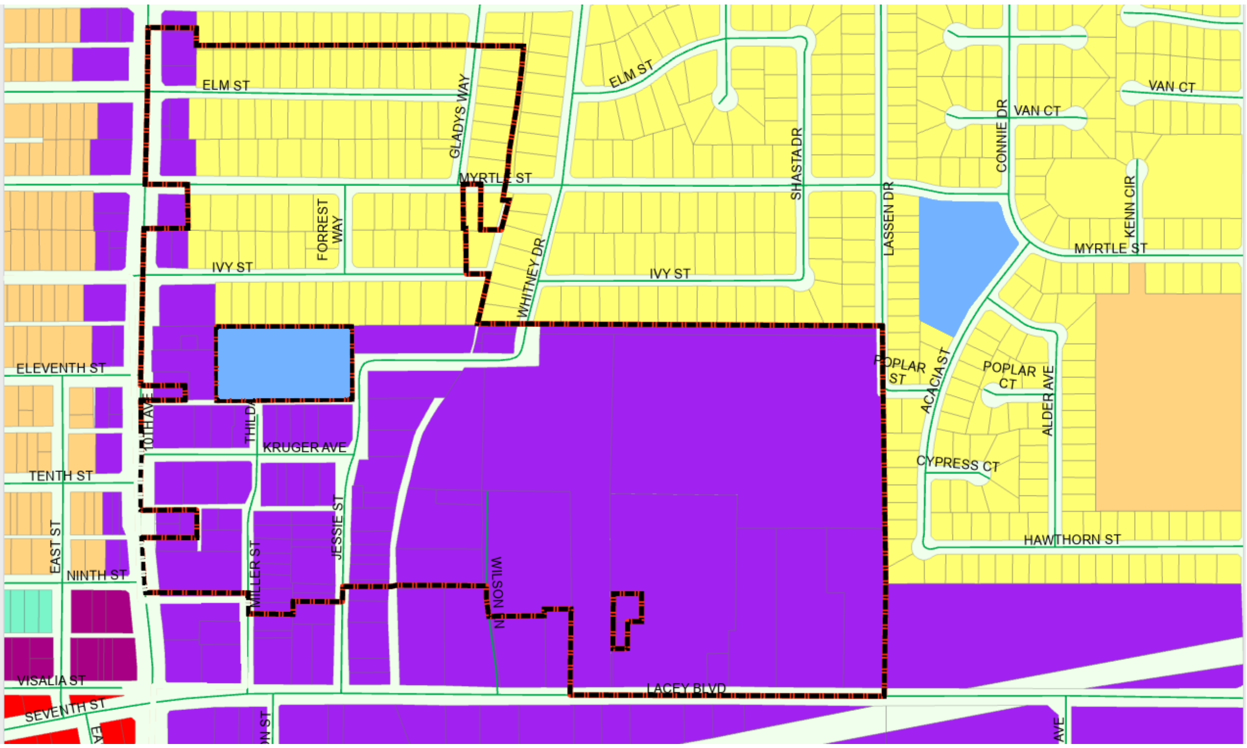
52. Thence continuing along last said North line, South 89°37’42” East, a distance of 486.08 feet, to the intersection with the Northerly prolongation of the west line of Jessie Street, as said street is shown on said Map of Bestmann’s Addition;
53. Thence South 0°00’08” East, along last said prolongation, a distance of 264.90 feet to its intersection with the north line of the alley on the north side of Block C of said Bestmann’s Addition;
54. Thence North 89°37’42” West, along last said North line of the alley, a distance of 486.07 feet to a point 486.07 feet Easterly of the West line of said Southwest Quarter of the Southwest Quarter;
55. Thence North 0°00’08” West, along a line parallel with and 264 feet easterly of last said West line, a distance of 268.99 feet to the Point of Beginning.

Containing 93.2 Acres

Exhibit B

Prezone No. 2021-09

General Plan Designation – Low Density Residential and Corridor Mixed Use
Proposed Prezoning to Low Density Residential, 5,000 sq. ft. min. (R-L-5) and MX-C Corridor Mixed Use



CITY OF HANFORD CITY COUNCIL
STAFF REPORT
Tuesday, February 7, 2023

PROJECT: **Annexation No. 160, Part 4:** A proposal to annex approximately 93.2 +/- acres into the City of Hanford from the Kings County jurisdiction.

Prezone No. 2021-09: A proposal to prezone Annexation 160 Area 4 a combination of R-L-5 Low-Density Residential and MX-C Corridor Mixed Use, in accordance with the General Plan designation for the area – Low-Density Residential and Corridor Mixed Use.

CEQA Determination: The project has been determined to be exempt from the California Environmental Quality Act (CEQA), per Categorical Exemption Class 19 (Annexation of areas containing existing public or private structures developed to the density allowed by the current prezoning) per CEQA Guidelines Section 15319(a), and because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment per CEQA Guidelines Section 15061(b)(3). A Notice of Exemption has been prepared for the project in accordance with CEQA

LOCATION: The project is generally located east of 10th Avenue, South of Florinda Street, North of Lacey Boulevard.

PLANNER: Gabrielle Myers, Senior Planner

STAFF RECOMMENDATION

Staff recommends that the City Council

1. Adopt the Notice of Exemption, in accordance with CEQA.

2. Introduce and waive the first reading of Ordinance 23-02, approving Prezone No. 2021-09.

3. Adopt Resolution No. 23-02-R, initiating proceedings for Annexation 160 (Part 4) and direct staff to file the appropriate forms with the Kings County Local Agency Formation Commission (LAFCo).

RECOMMENDED MOTION

I move to:

1. Adopt the Notice of Exemption, in accordance with CEQA.

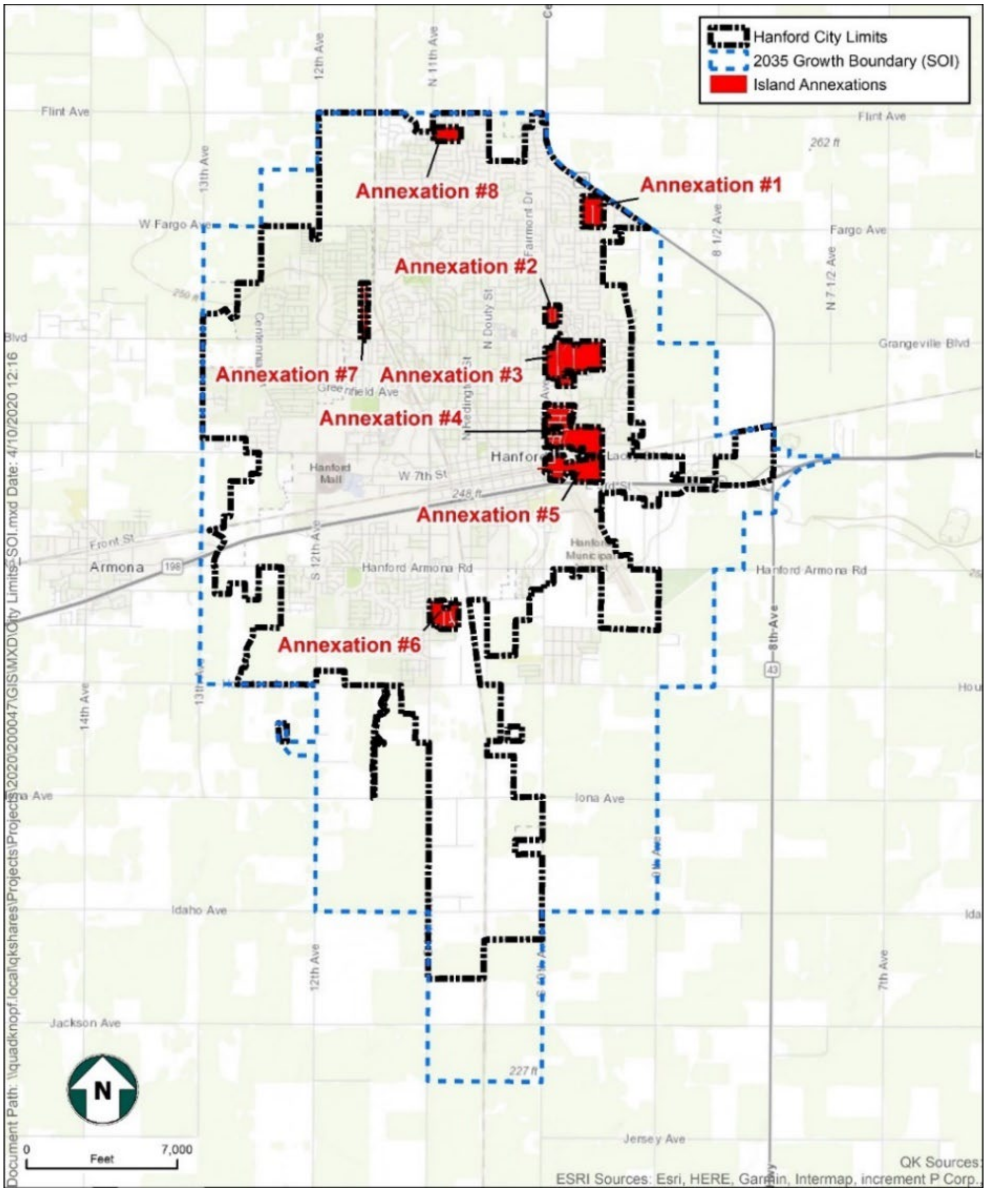
2. Introduce and waive the first reading of Ordinance 23-02, approving Prezone No. 2021-09.

3. Adopt Resolution No. 23-02-R, initiating proceedings for Annexation 160 (Part 4) and direct staff to file the appropriate forms with the Kings County Local Agency Formation Commission (LAFCo).

PROJECT DESCRIPTION

In 2021, the Local Agency Formation Commission (LAFCo) of Kings County approved the annexation of seven separate county islands into the City of Hanford. One fully surrounded county island remains, known as Island #4.

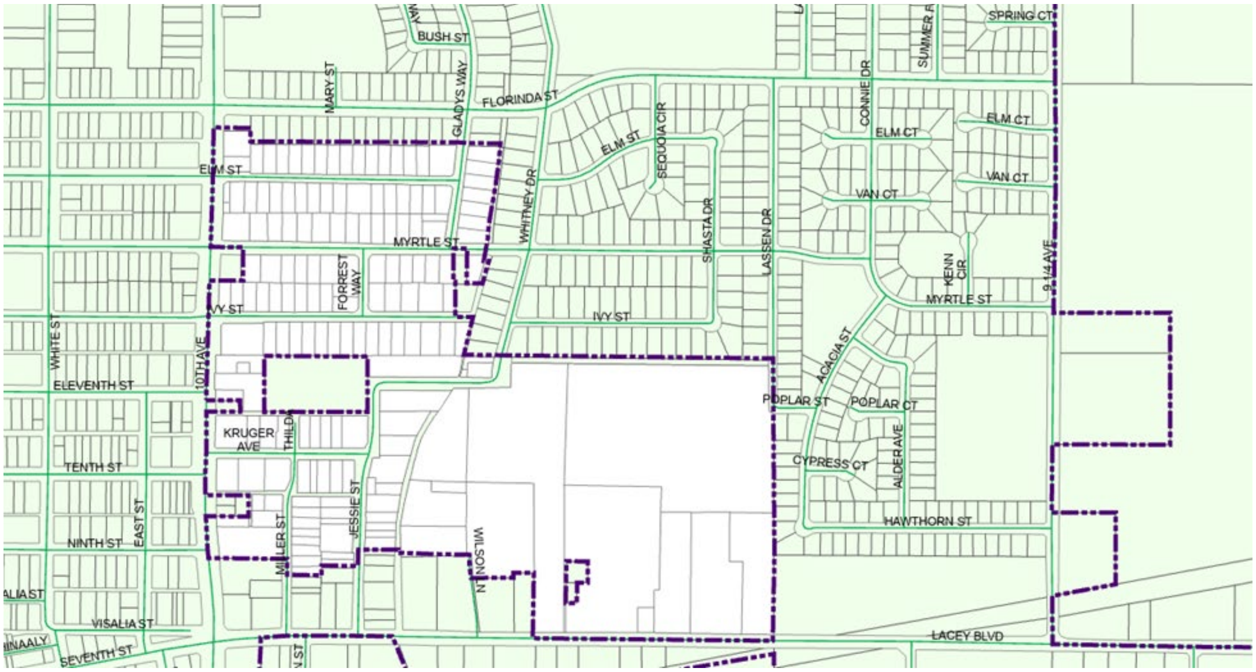
Figure 1: County Islands (all 8)



Annexation No. 160, Part 4

Annexation No. 160, Part 4 is a proposal to annex approximately 93.2 +/- acres into the City of Hanford from the Kings County jurisdiction.

Figure 2: Propose Annexation Area #4

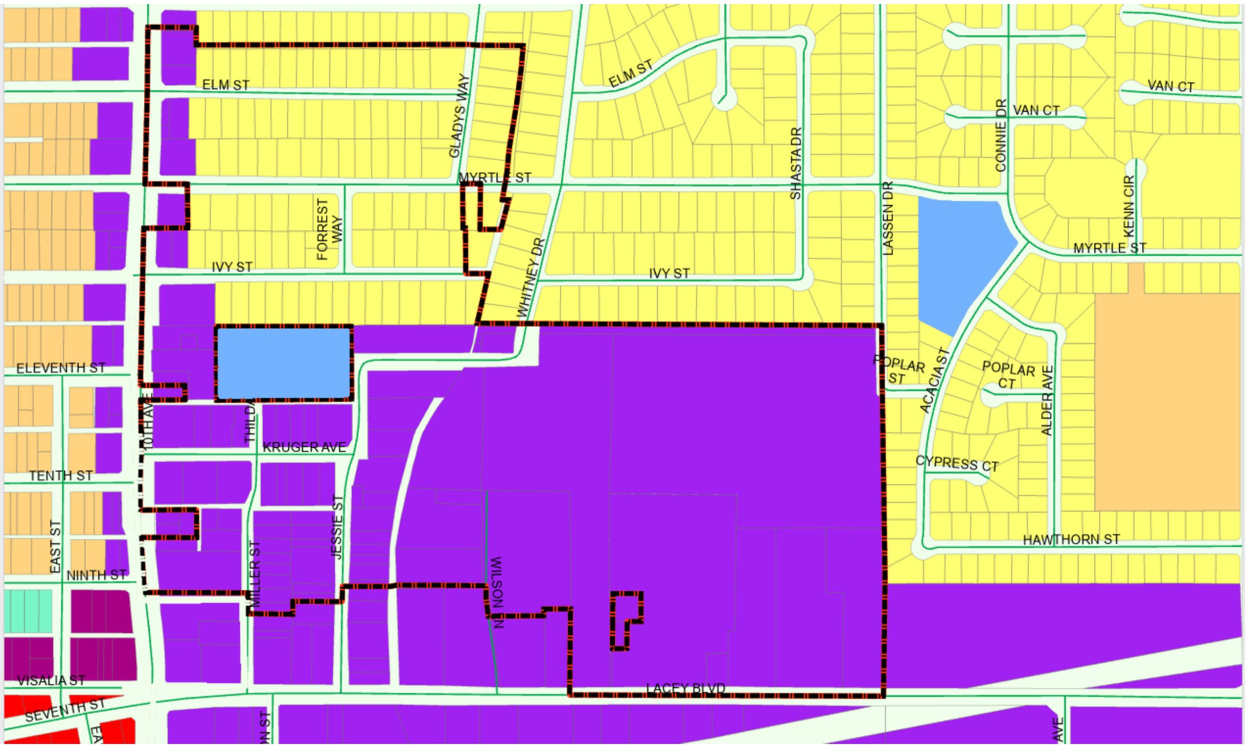


A map of the proposed Annexation 160 area, Part 4 is attached – **Attachment 1.**

<u>Prezone No. 2021-09</u>

Prezone No. 2021-09 is a request to prezone Island #4, as R-L-5 Low-Density Residential and MX-C Corridor Mixed Use, in accordance with the General Plan land use designation for the island, Low Density Residential and Corridor Mixed Use.

Figure 3: Proposed Prezone Area #4
General Plan Designation – Low Density Residential and Corridor Mixed Use
Proposed Prezoning to Low Density Residential, 5,000 sq. ft. min. (R-L-5) and MX-C Corridor Mixed Use



Project Location #4 East Hanford

County island #4 includes 172 parcels located east of 10th Avenue, South of Florinda, North of Lacey Boulevard. The assessor's parcel numbers (APNs) are:

014-184-003 through -009
014-185-020 through -035
014-185-400
014-186-002 through -030
014-186-035
014-186-037 through -039
014-191-002 through -019
014-192-002 through -006
014-192-008
014-192-012
014-192-013
014-192-015
014-192-016
014-193-001 through -016
014-201-003
014-201-007
014-201-009 through -011
014-202-001
014-202-004 through -006
014-203-002 through -006
014-204-001
014-204-002
014-204-004 through -006
014-204-008
014-205-001 through -005
014-206-004 through -007
014-211-002
014-211-016
014-211-020
014-211-021
014-211-025
014-212-001 through -004
014-212-006
014-212-013 through -022
014-213-001 through -005
014-213-009
014-221-007 through -009
014-221-012
014-221-015
014-221-017 through -019
014-221-021
014-221-022
014-221-026
014-221-033
014-221-036
014-221-037
014-221-040
014-221-0

Existing Land Use #4 East Hanford

The existing land uses are urban residential, rural residential, commercial, and vacant land within the County boundary. All 172 parcels are within City Urban Development and the Sphere of Influence. The City considers this area as Low Density Residential, Medium Density Residential, and Corridor Mixed Use per City of Hanford 2035 General Plan. There are a total of 172 lots with 125 developed residential structures and average parcel sizes are approximately 0.46 acres with a few large 14 acre lots.

BACKGROUND INFORMATION

General Plan Land Use Designations

The General Plan designates Island #4 as Low-Density Residential and Corridor Mixed Use.

The following policies apply to the Low-Density Residential designation.

3.4.1 Low Density Residential

The expected density range for Low Density Residential is 2 to 10 units per gross acre with an expected average of 4 units per gross acre.

Policy L31 Purpose of the Low-Density Residential Land Use Designation

Establish the Low-Density Residential land use designation to provide mainly single-family development on lot sizes typically found in urban settings.

Policy L32 Typical Uses in the Low-Density Residential Land Use Designation

Define the uses allowed in the Low-Density Residential land use designation to include residential uses in a variety of single-family lot types. Duplexes, second dwelling units, and home occupations can also be allowed when made compatible with the residential nature of the neighborhood.

Policy L33 Size of Lots in the Low-Density Residential Land Use Designation

While it is recognized that existing lot sizes of 10,000 to 40,000 square feet are included in this designation, new individual lot sizes shall range from 5,000 to 10,000 square feet in size. Under Planned Unit Development provisions, smaller lot sizes at higher densities may be permitted when clustered around shared open space amenities or through density bonus policies.

The following policies apply to the Corridor Mixed Use designation.

3.6.2 Corridor Mixed Use

Policy L65 Purpose of Corridor Mixed Use Land Use Designation

Establish the Corridor Mixed Use land use designation to promote a mix of commercial, office, and multifamily residential uses along transportation corridors at a scale compatible with adjacent residential neighborhood, with the intent of creating a pedestrian-friendly environment that encourages walking between uses.

Policy L66 Typical Uses in Corridor Mixed Use Land Use Designation

Define the uses allowed in the Corridor Mixed Use land use designation to include small- and medium scale commercial providing primarily day-to-day goods and services, office, and multi-family dwellings along with horizontal and vertical mixed-use developments that include these uses. Typical uses include duplexes, townhomes, apartments, markets, small retail shops, eating establishments, offices, service stations, medical and dental offices, convenience stores, dry cleaning and laundry services, beauty salons, and other similar uses. Both vertical and horizontal mixed-use developments are encouraged.

Policy L67 Design of the Corridor Mixed Use Land Use Designation

Require that new development projects and major site reconfigurations in the Corridor Mixed Use land use designation provide site layouts, buildings, landscaping, and walkways that are designed to encourage pedestrian access on the site and between adjacent sites. Strongly encourage buildings to be located near the street corridor with parking to the side of or behind buildings.

<u>Annexation Policies</u>

The General Plan also has policies regarding annexation of land into the city limits. The Planning Commission is charged with reviewing proposed annexations and making a finding that the proposed annexation is consistent with the policies of the General Plan, and then forward that finding to the City Council. The Planning Commission found Annexation 160, Part 4 consistent with the Hanford General Plan Policies L15, L16, and L17 at their meeting on January 10, 2023.

Policy L15 Initiation of Annexations

Consider initiation of annexation of land into the City of Hanford only when the following criteria are met:

1. The land is within the Primary Sphere of Influence.
2. The capacity of the water, sewer, fire, school, and police services are adequate to service the area to be annexed or will be adequate at the time that development occurs.
3. Land for development within the City limits is insufficient to meet the current land use needs.
4. The territory to be annexed is contiguous to existing developed areas.

Policy L16 County Islands

Initiate annexation of County islands when it is found that urban services are needed and can be provided or made available in the near future.

Policy L17 Plan for Services

Prepare and make publicly available a written Plan for Services that describes how urban services will be provided prior to initiating an annexation.

State Law

To facilitate the annexation of county islands to contiguous cities, the state legislature has adopted specific provisions in the Government Code that require LAFCo annexation approval and waiver of protest proceedings if LAFCo makes certain findings and determinations. Those determinations are found in Government Codes 56375(a)(4) and 56375.3.

Government Code Section 56375

(a)(4) A commission shall not disapprove an annexation to a city, initiated by resolution, of contiguous territory that the commission finds any of the following:

(A) Surrounded or substantially surrounded by the city to which the annexation is proposed or by that city and a county boundary or the Pacific Ocean if the territory to be annexed is substantially developed or developing, is not prime agricultural land as defined in Section 56064, is designated for urban growth by the general plan of the annexing city and is not within the sphere of influence of another city.

(B) Located within an urban service area that has been delineated and adopted by a commission, which is not prime agricultural land, as defined by Section 56064, and is designated for urban growth by the general plan of the annexing city.

(C) An annexation or reorganization of unincorporated islands meeting the requirements of Section 56375.3.

Government Code Section 56375.3

(a) In addition to those powers enumerated in Section 56375, a commission shall approve, after notice and hearing, the change of organization or reorganization of a city, and waive protest proceedings pursuant to Part 4 (commencing with Section 57000) entirely, if all of the following are true:

(1) The change of organization or reorganization is initiated on or after January 1, 2000.

(2) The change of organization or reorganization is proposed by resolution adopted by the affected city.

(3) The commission finds that the territory contained in the change of organization or reorganization proposal meets all the requirements set forth in subdivision (b).

(b) Subdivision (a) applies to territory that meets all the following requirements:

(1) It does not exceed 150 acres in area, and that area constitutes the entire island.

(2) The territory constitutes an entire unincorporated island located within the limits of a city or constitutes a reorganization containing several individual unincorporated islands.

(3) It is surrounded in either of the following ways:

(A) Surrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean.

(B) Surrounded by the city to which annexation is proposed and adjacent cities.

(4) It is substantially developed or developing. The finding required by this paragraph shall be based upon one or more factors, including, but not limited to, any of the following factors:

(A) The availability of public utility services.

(B) The presence of public improvements.

(C) The presence of physical improvements upon the parcel or parcels within the area.

(5) It is not prime agricultural land, as defined by Section 56064.

(6) It will benefit from the change of organization or reorganization or is receiving benefits from the annexing city.

(7) This subdivision does not apply to any unincorporated island within a city that is a gated community where services are currently provided by a community services district.

While the final determination will be made by LAFCo, City staff believes that the proposed island annexation meets all the requirements in these two State codes. This means that, if initiated by the City Council, there is a high likelihood that Kings LAFCo will approve the annexations.

Planning Commission Hearing

The annexation and prezone requests were presented to the Planning Commission on January 10, 2023.

The Planning Commission voted 4,0 on all items to:

1. Recommend adoption of the Notice of Exemption, in accordance with CEQA, to the City Council.

2. Adopt Resolution No. 2023-01, recommending approval of Prezone No. 2021-09 to the City Council.

3. Adopt Resolution No. 2023-02, finding the proposed Annexation No. 160, Part 41 through 8**,** except part 7, is consistent with the Hanford General Plan Policies L15, L16, and L17 and forward Annexation No. 160, Parts 1 through 8, except part 7, to the City Council, with a recommendation that an application be made to the Local Agency Formation Commission (LAFCO) of Kings County.

Public Comment(s) during the public comment portion included the following:

Favor:

Onan Champi –owner of 10 parcels within the annexation area. He was in favor of the annexation, but he was concerned that the prezone would be more restrictive than Kings County zoning. He was not in favor of that

Kurt Lavenson and Lesly Avedisian - Written comments received and distributed (**Attachment 2)**

Opposed:

None

A copy of the minutes from the January 10, 2023 Planning Commission meeting are attached – **Attachment 3.**

PROJECT EVALUATION

Annexation No. 160, Part 4

The project is a request to annex the county island into the City of Hanford from the Kings County jurisdiction. The premise and guidance for the proposal is given by State law, which finds that county islands should generally be annexed into a city so they may receive more efficient delivery of services, as a city is usually more equipped to provide urban level services than a county or other entity.

Annexation of land into Hanford allows previously undeveloped land to become available for development and allows the City of Hanford to provide the territory that is annexed with its full range of City services. However, in this case, the land within the county island is already developed and receives some of the City's services.

The General Plan also has policies regarding annexation of land into the city limits. The Planning Commission found that Annexation 160, Part 4 is consistent with the Hanford General Plan Policies L15, L16, and L17 at their meeting on January 10, 2023.

Policy L15 Initiation of Annexations

Consider initiation of annexation of land into the City of Hanford only when the following criteria are met:

1. The land is within the Primary Sphere of Influence.

    Analysis: The island is within the Primary Sphere of Influence.

2. The capacity of the water, sewer, fire, school, and police services are adequate to service the area to be annexed or will be adequate at the time that development occurs.

    Analysis: A Municipal Services Review was conducted for the Sphere of Influence Expansion and 8-Island Annexations – attached as **Attachment 4.** Table 1 shows which services are currently being provided by the City or the County.

Table 1
Current Island Annexation Service Providers

Municipal Service Type	Island Annexation #							
	1	2	3	4	5	6	7	8
Law Enforcement	County	County	County	County	County	County	County	County
Fire / Emergency Service	County	County	County	County	County	County	County	County
Water Supply	Private	City	City	City	City	City	City	Private
Water Distribution	Private	City	City	City	City	City	City	Private
Wastewater Collection	Private	City	City	City	City	City	City	Private
Wastewater Disposal	Private	City	City	City	City	City	City	Private
Solid Waste Collection*	County	County	County	County	County	County	County	County
Flood Control/Drainage	County	County	County	County	County	County	County	County
Street Maintenance	County	County	County	County	County	County	County	County
Street Lighting	County	County	County	County	County	County	County	County
Parks and Recreation	County	County	County	County	County	County	County	County

Source: 2017 Water System Master Plan, 2017 Sewer System Master Plan, 2017 Storm Drain Master Plan City of Hanford, and 2035 City of Hanford General Plan

* Solid waste collection in the County islands is currently optional.

Water

The City currently supplies and distributes water to the county island proposed to be annexed.

Sewer

The City currently provides wastewater collection and disposal service to the county island proposed to be annexed.

Fire and Police

The County is currently responsible for police, emergency, and fire protection of the eight County islands proposed to be annexed. The population of these islands is 1,293.

The Police Department's current staffing ratio is 1.09 officers per 1,000 residents. The General Plan Background Report suggests a ratio of 1.1 to 1.2 is appropriate for similar cities of the size of Hanford. Annexation of the County islands will result in an increase in population of 1,293 persons who will need to be served by the City's Police Department. This would increase the total population to 58,203. The ratio will then be 1.06 officers per 1,000 residents. The Police Department would need to hire 3 new officers to reach a ratio of 1.1 officers per 1,000 residents.

According to the Memorandum of Understanding between the City of Hanford and County of Kings established in 2019, The County Sheriff's Office will provide police services to the County islands for a two-year period beginning on the date of annexation of the County islands, after which time, the City will be responsible for providing such services in perpetuity.

The City's current ISO rating is 2 (ISO rating is on a scale of 1 to 10, with 1 being best). Due to the City's ability to provide such services to its current population, there is no evidence indicating that the addition of 1,293 residents would be too great for the City to adequately serve. According to the Memorandum of Understanding, signed between the City of Hanford and the County of Kings in 2019, the mutual aid agreement between the fire services executed by the City and the County will not be amended. The City continues to be able to use the County's fire services in times of need, therefore the overall fire service capacity will not be affected.

School

There would be no change to school districts because of the island annexation. Since no new development is proposed, the annexation will not affect school enrollment.

Utilities/Public Services

Natural gas, electricity, and communications public services would not change because of annexation of the county islands.

3. Land for development within the City limits is insufficient to meet the current land use needs.

Analysis: The proposed annexation of the county island is not to accommodate any specific proposed development project. Instead, the purpose of the proposed annexation is to further good local government and make available the full range of City services to both developed and undeveloped county island areas. Therefore, this requirement is not relevant to the proposal.

4. The territory to be annexed is contiguous to existing developed areas.

Analysis: The islands is completely surrounded by developed areas within the city limits of Hanford.

Policy L16 County Islands

Initiate annexation of County islands when it is found that urban services are needed and can be provided or made available in the near future.

Analysis: As shown in Table 1, urban service provision is shared between the City and County. The City has the capacity to provide all of the services currently being provided by the County. Because of their proximity inside the city limits, the provision of service within the county islands can be more efficiently provided by the City.

Policy L17 Plan for Services

Prepare and make publicly available a written Plan for Services that describes how urban services will be provided prior to initiating an annexation.

Analysis: The Plan for Services was described in the letter to property owners dated June 28, 2021 – attached as **Attachment 5.** Note: the pre-zoning has since been changed from a combination of R-L-5 Low-Density Residential, MX-C Corridor Mixed Use and R-M Medium-Density Residential to only R-L-5 Low-Density Residential and MX-C Corridor Mixed Use, in accordance with General Plan Amendment 2021-01. The letter describes the City's intention to provide services to the eight county islands, when the property has the choice to add City services, and when additional City services will be required.

<u>Prezone No. 2021-09</u>

Prezone No. 2021-09 is consistent with the land use designations shown on the 2035 General Plan Land Use Map, as amended under General Plan Amendment No. 2021-01 C. This will ensure that zoning after annexation is consistent with the General Plan. The Low-Density Residential land use designation found in Annexation Area #4, is consistent with the R-L-5 zone. The Corridor Mixed Use designation is consistent with the MX-C Corridor Mixed Use zone.

In accordance with the Hanford Municipal Code Section 17.86.030, before a zone change may be approved, all of the following findings shall be made by the reviewing authority:

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan and the Municipal Code.

Analysis: Prezone No. 2021-09 is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Land Use Policies L15, L16, and L17. There is not a plan for development at this time. Most of the parcels proposed for annexation are already developed at the densities consistent with the proposed prezoning.

2. That the amendment would not be detrimental to the public health, safety, or welfare of the community.

ANALYSIS: There is no evidence that annexation of the county islands into the city limits would negatively affect health, safety, or welfare. On the contrary, the coordination of services between the City and County will be improved by reducing inefficiencies through annexation.

3. That the amendment would maintain the appropriate balance of land uses within the City.

Analysis: The proposed prezoning is consistent with the land use designations established int the General Plan.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

Analysis: Most of the sites are already developed, and those uses appear to be consistent with the proposed prezoning.

<u>Favorable Factors for Annexation</u>

Favorable and unfavorable factors for annexation have been adopted by LAFCO. The existence of favorable or unfavorable factors should not decide approval or denial; however, a substantial number of favorable or unfavorable factors may determine approval or denial of the proposal.

1. The proposed area is close to urban development and municipal-type services and would enhance its potential for full development.

Analysis: The island is fully developed and completely surrounded by urban development. City services are available to the island area.

2. The proposed annexation conforms to the adopted General Plan.

Analysis: As discussed above, there is evidence to support a finding that annexation of the county island is consistent with Policies L15, L16, and L17 of the General Plan. The island area will be prezoned so that zoning after annexation is consistent with the 2035 General Plan Land Use Designation Map, as amended under General Plan Amendment No. 2021-01 C.

3. The proposed area is consistent with the sphere of influence.

Analysis: On April 20, 2021, the City of Hanford City Council initiated a Sphere of Influence Expansion. The island is within the existing Sphere of Influence and the proposed new Sphere of Influence.

4. The proposed annexation comes with 100% consent of all landowners.

Analysis: The county island annexations do not come with 100% consent of the landowners. However, as previously stated, State law encourages the annexation of county islands, and waives the protest hearings at LAFCo that determine landowner consent for island annexations like those being proposed here. The City staff held an open-forum community meeting on August 4, 2021, at the Civic Auditorium to address any questions posed by landowners.

FINDINGS FOR APPROVAL

Based on the information and analysis above, City staff recommends that the following findings be made:

1. All county island is within the Primary Sphere of Influence.

2. Most of the annexation area already receives some services from the City of Hanford.

3. Inclusion of the island in the city limits will not negatively affect the Police or Fire Department’s ability to provide their services to the community. There is a memorandum of understanding between the City of Hanford and the County of Kings that allows for a two-year transition from County Sheriff to City Police service in the annexation areas.

4. There would be no change to school districts because of the island annexation.

5. The proposed annexation of the county island is not to accommodate any specific proposed development project. The purpose of the proposed annexation is to further good local government and make available the full range of City services to both developed and undeveloped county island areas.

6. The island is completely surrounded by developed areas within the city limits of Hanford.

7. Because of the proximity inside the city limits, the provision of service within the county island can be more efficiently provided by the City.

8. The prezoning is internally consistent with the goals, objectives, and policies of the General Plan and the Municipal Code.

9. The prezoning would not be detrimental to the public health, safety, or welfare of the community.

10. The prezoning would maintain the appropriate balance of land uses within the City. Annexation would not change most land uses since the parcels are already developed.

11. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

12. The county island is developed and completely surrounded by urban development. City services are available to the island area.

13. State law encourages the annexation of county islands to further the goal of effective and efficient provision of local government services.

14. Based on the above findings, Annexation No. 160, Part 4 is consistent with the Hanford General Plan Policies L15, L16, and L17.

ENVIRONMENTAL ASSESSMENT

In accordance with CEQA Guidelines, Annexation No. 160, Part 4 and Prezone No. 2021-09 were determined to be exempt from the California Environmental Quality Act (CEQA), per Categorical Exemption Class 19 (Annexation of areas containing existing public or private structures developed to the density allowed by the current prezoning) per CEQA Guidelines Section 15319(a), and because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment per CEQA Guidelines Section 15061(b)(3). A Notice of Exemption has been prepared for the project in accordance with CEQA – **Attachment 6.**

Noticing of the project was published in the newspaper on January 27, 2023. Notices were mailed to property owners within the annexation territory and to property owners within 300 feet of the annexation territory on January 26, 2023.

Comments were not received as of the date of preparation of this report.

STAFF RECOMMENDATION

Staff recommends that the City Council

1. Adopt the Notice of Exemption, in accordance with CEQA.

2. Introduce and waive the first reading of Ordinance 23-02, approving Prezone No. 2021-09.

3. Adopt Resolution No. 23-02-R, initiating proceedings for Annexation 160 (Part 4) and direct staff to file the appropriate forms with the Kings County Local Agency Formation Commission (LAFCo).

14.F.

AGENDA
STAFF REPORT

MEETING DATE: 3/7/2023	AGENDA SECTION: CONSENT CALENDAR

SUBJECT:
Acceptance of the Offers of Dedication for Tract 922, Unit 1, Authorization for the City Manager to execute and the City Clerk to attest and file the Acceptance of Dedication for Tract No. 922, Unit 1 with the Kings County Recorder's Office.

RECOMMENDATION:

Recommendation: That the City Council, by motion, approve the acceptance of the Dedication and authorize the City Manager to execute and the City Clerk to attest and file an Acceptance of Dedication for Tract No. 922, Unit 1 with the Kings County Recorder's Office.

BACKGROUND:

On June 26, 2019, the Council approved a subdivision agreement and final map for Tract No. 922, Unit 1, a 94-lot residential subdivision located as shown on the attached map. At that time, the City Clerk Statement on the map did not "accept the offer of dedication", and therefore, the ownership of the parcels is not listed correctly as the City of Hanford with Kings County Assessor's Office.

Accepting and recording the offer of dedication will correct the ownership of the parcels with Kings County Assessor's Office

FISCAL IMPACT:

All required public improvements have been constructed by the developer and the final map has recorded. No fiscal impact to the budget will result from approval of the Acceptance of Dedication.

ATTACHMENTS:
1. Tract 922 Unit I - Final Map Recorded
2. Accept Offer - Recording Document

LENNAR HOMES
UNIT 1
COUNTY TRACT NO. 922
CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA

OWNER'S STATEMENT
WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITH THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE IN FEE TO PUBLIC USE ALL OF THE STREETS, EASEMENTS, AND LOT "B" FOR STORM DRAIN PURPOSES, AND LOTS A & C FOR PARK PURPOSES AS SHOWN UPON THIS MAP. WE DEDICATE IN FEE TO PUBLIC USE FOR STREET PURPOSES THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "FUTURE STREETS", RESERVING TO OURSELVES FOR THE USE OF OURSELVES AND THE SUCCESSIVE OWNERS, ALL ORDINARY USES OF SAID LAND UNTIL SUCH TIME AS THE PROPER LEGISLATIVE BODY SHALL ACCEPT DEDICATION OF, OR ACQUIRE ADDITIONAL RIGHT OF WAY, TO CONSTITUTE THE PERMANENT WIDTH AND/OR EXTENSIONS OF THOSE STREETS HAVING A PARTIAL WIDTH AND/OR DEAD-ENDING, AS SHOWN HEREON.

LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

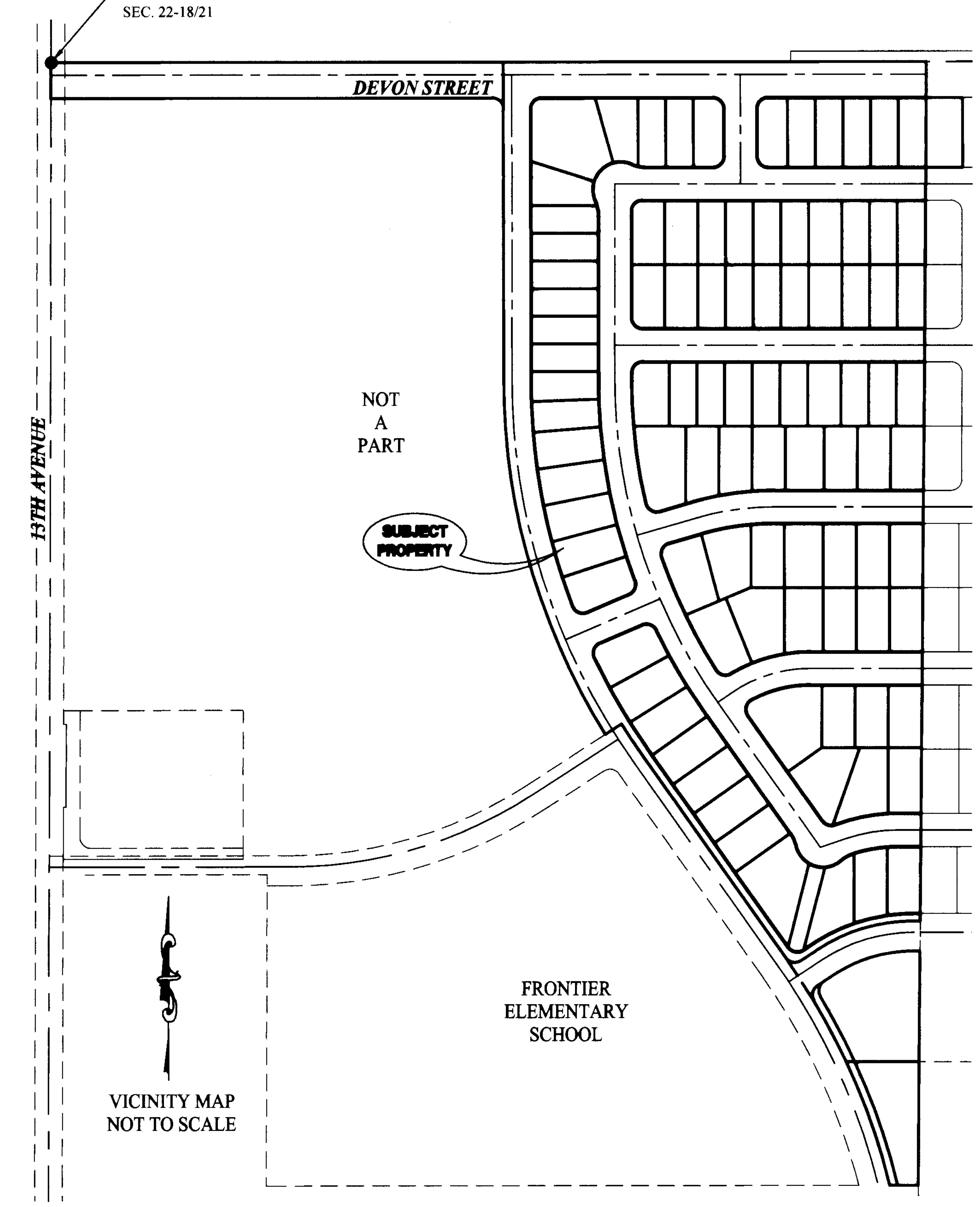
BY: [signature]
MIKE MILLER, VICE PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO
ON MAY 16, 2019 BEFORE ME, CHRISTINE COLLINS,
NOTARY PUBLIC, PERSONALLY APPEARED MIKE MILLER
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [signature]
(PRINT NAME) CHRISTINE COLLINS
MY COMMISSION NO. 2131344 MY COMMISSION EXPIRES NOV 7, 2019
PRINCIPAL OFFICE IN COUNTY OF FRESNO

LEGAL DESCRIPTION
Unit I
A portion of the Southwest Quarter of Section 22, Township 18 South, Range 21 East, Mount Diablo Base & Meridian, according to approved Government Township Plats thereof, in the City of Hanford, County of Kings, State of California described as follow:
Beginning at the Northwest corner of said Southwest Quarter, also being the Northwest corner of Parcel 1, as shown on a map recorded in Book 16 at Page 15 of Parcel Maps in the Office of the Kings County Recorder;
Thence North 89° 56' 17" East, along the North line of said Southwest Quarter, a distance of 1,582.15 feet to the Northeast corner of Parcel 2 of said Parcel Map 16-15;
Thence South 0° 21' 52' West, along the East line of last said Parcel 2, a distance of 65.00 feet to a point which is also the Northwest corner of Lot 141 of Silver Oaks Addition III, Unit II, County Tract 887 as shown on that certain map recorded in Book 26, at Page 8 of Licensed Land Surveyor's Plats in the Office of the Kings County Recorder;
Thence North 89°56'17" East along the North line of said Lot 141, a distance of 65.00 feet to the Northeast corner thereof;
Thence South 0°00'03" West, along the East line of said Lot 141, a distance of 126.34 feet to the Southeast corner thereof;
Thence North 89°59'57" West, along the South line of said Lot 141, a distance of 65.80 feet to the Southwest corner thereof, also being a point on said East line of Parcel 2;
Thence South 0° 21' 52' West, along the East line of last said Parcel 2 and Parcel 4 of said Parcel Map, a distance of 1,841.69 feet to a point 17.12 feet southerly of the South line of said Parcel 2;
Thence South 89° 56' 32" West, parallel with and 17.12 feet Southerly of last said South line, a distance of 51.56 feet;
Thence on a curve to the left, concave Westerly in which the center point bears South 76° 06' 36" West, with a radius of 1,220.00 feet, through a central angle of 17° 02' 12", an arc length of 362.76 feet;
Thence, departing said curve on a line tangent, North 33° 06' 10" West, a distance of 92.63 feet;
Thence North 35° 20' 00" West, a distance of 448.00 feet;
Thence on a tangent curve to the right, concave North Easterly, with a radius of 1180.00 feet, through a central angle of 3° 21' 31", an arc length of 69.17 feet;
Thence South 57°03"15" West a distance of 35.00 feet;
Thence on a curve to the right, concave the Easterly, whose central angle bears North 57°59'59" East, through a central angle of 31°56'18", with a radius of 1,215.00 feet, an arc length of 677.28 feet;
Thence North 0°03'43" West, on a tangent, a distance of 488.84 feet;
Thence on a tangent curve to the left, concave the Southwest, through a central angle of 90°, with a radius of 20.00 feet, an arc length of 31.42 feet;
Thence on a tangent, South 89°56'17" West, parallel with and 65.00 feet Southerly of the North line of said Parcel 1, a distance of 797.46 feet to a point on the West line of said Southwest Quarter, being 65.00 feet Southerly of the Northwest corner thereof;
Thence North 0°08'05" East a distance of 65.00 feet to the Point of Beginning;
Containing 25.08 Acres more or less;
Excepting therefrom those areas lying within West Stagecoach Drive North Mustang Drive, and Berkshire Lane, as described in a deed from Pioneer Union Elementary School District to the City of Hanford and recorded as Document number 1107030, KCR.



TAX COLLECTOR'S STATEMENT
THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

DATE: May 16, 2019

JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: Alda M. Silva, deputy

NOTE:
A ONE-HALF INTEREST IN AND TO ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERALS WITHIN OR UNDERLYING THIS SUBDIVISION WAS EXCEPTED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, A NATIONAL BANKING ASSOCIATION, TO JESSIE ANDERSON JR., ET UX, RECORDED NOVEMBER 26, 1958 IN BOOK 723 AT PAGE 591 OF OFFICIAL RECORDS AS DOCUMENT #10943. AFFECTS LOT 141 OF TRACT 887, UNIT II, L.S.P. 26-08, K.C.R.

ENGINEER'S STATEMENT
THIS MAP CONSISTING OF FIVE SHEETS WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MR. BILL WALLS OF LENNAR FRESNO, INC., IN THE MONTH OF MARCH, 2018. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR AFTER THE RECORDING OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 7th DAY OF May, 2019.

[signature]
JOHN A. ZUMWALT, R.C.E. 21489

REGISTERED PROFESSIONAL ENGINEER JOHN A. ZUMWALT 21489 CIVIL STATE OF CALIFORNIA

ACTING CITY SURVEYOR
I, JOHN B. HARDIN, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 66425 THROUGH 66450, INCLUSIVE, OF THE GOVERNMENT CODE.

[signature]
JOHN B. HARDIN, R.C.E. 21753
ACTING FOR THE CITY OF HANFORD

DATED THIS 26th DAY OF JUNE 2019.

REGISTERED PROFESSIONAL ENGINEER JOHN B. HARDIN 21753 CIVIL STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT
I, JOHNATHAN L. DOYEL. HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES AND SECTIONS 66425 THROUGH 66450 OF THE GOVERNMENT CODE, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

DATED THIS 8th DAY OF July 2019.

[signature]
JOHNATHAN L. DOYEL, CITY ENGINEER R.C.E. 62044

REGISTERED PROFESSIONAL ENGINEER JOHNATHAN L. DOYEL 62044 CIVIL STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE
I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE 17, DAY OF June, 2019, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS AND EASEMENTS AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS 5th DAY OF July, 2019.

[signature]
SARAH MARTINEZ, CITY CLERK

PLANNING COMMISSION CERTIFICATE
APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD MARCH 13, 2018.
DATED THIS 5th DAY OF July, 2019.

[signature]
DARLENE MATA, COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S CERTIFICATE
FEE BOOK NO. 1910710 FEE PAID $116.00
RECORDED AT THE REQUEST OF ZUMWALT-HANSEN & ASSOCIATES, INC. ON THIS 12th DAY OF July, 2019, AT 35 MINUTES PAST 9 O'CLOCK IN VOLUME 26 OF LICENSED SURVEYOR'S PLATS, AT PAGE 47, KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER

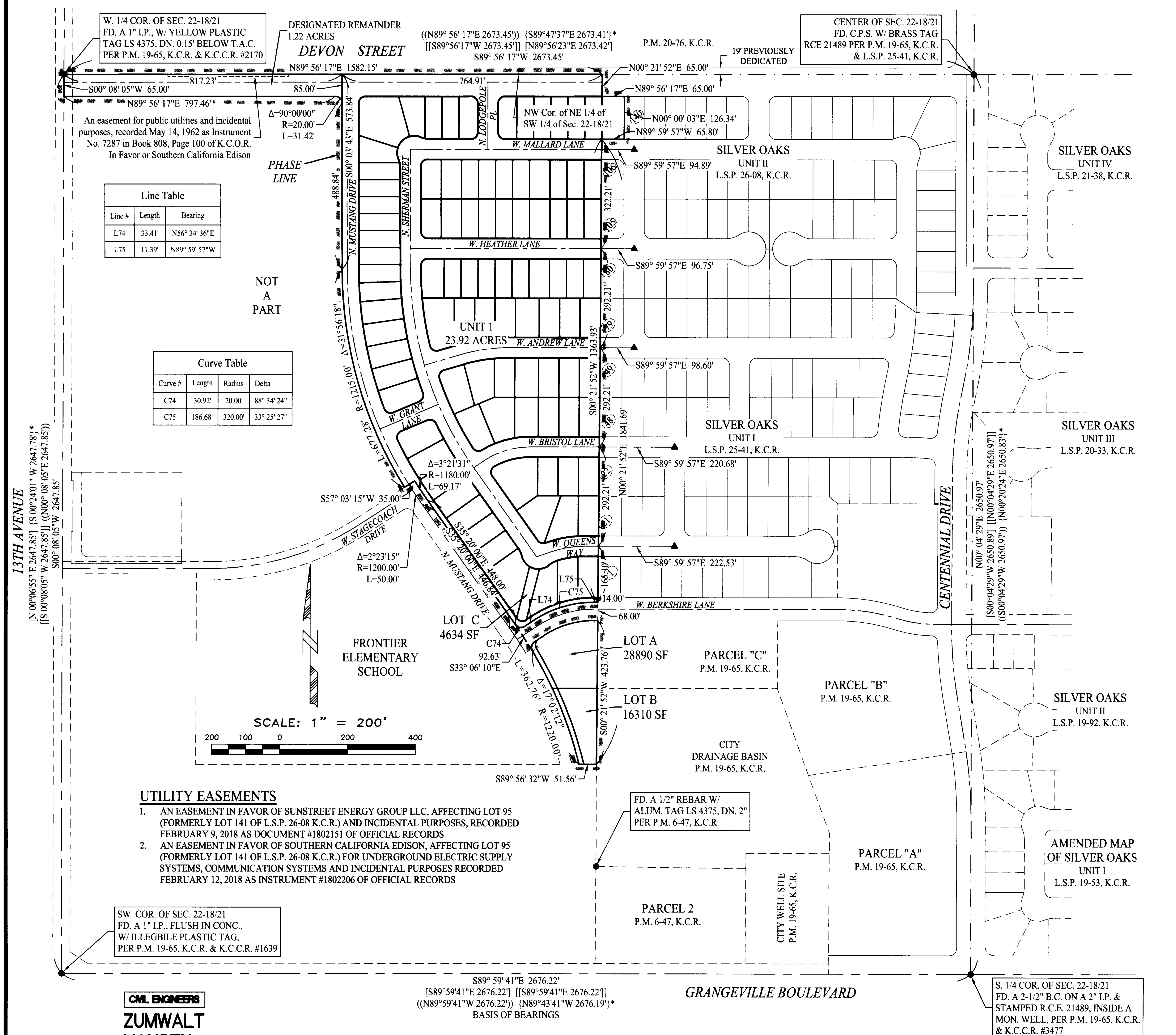
BY: [signature]
DEPUTY

CIVIL ENGINEERS
ZUMWALT HANSEN INC
LAND SURVEYORS

609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056 FILE NO. 0747224 SHEET ONE OF FIVE SHEETS

LENNAR HOMES UNIT 1

COUNTY TRACT NO. 922
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA



Line Table

Line #	Length	Bearing
L74	33.41'	N56° 34' 36"E
L75	11.39'	N89° 59' 57"W

Curve Table

Curve #	Length	Radius	Delta
C74	30.92'	20.00'	88° 34' 24"
C75	186.68'	320.00'	33° 25' 27"

UTILITY EASEMENTS

1. AN EASEMENT IN FAVOR OF SUNSTREET ENERGY GROUP LLC, AFFECTING LOT 95 (FORMERLY LOT 141 OF L.S.P. 26-08 K.C.R.) AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 9, 2018 AS DOCUMENT #1802151 OF OFFICIAL RECORDS
2. AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON, AFFECTING LOT 95 (FORMERLY LOT 141 OF L.S.P. 26-08 K.C.R.) FOR UNDERGROUND ELECTRIC SUPPLY SYSTEMS, COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES RECORDED FEBRUARY 12, 2018 AS INSTRUMENT #1802206 OF OFFICIAL RECORDS

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS N 89° 59' 41" W PER P.M. 19-65, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO N. MUSTANG DR., DEVON ST. & BERKSHIRE LN. ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

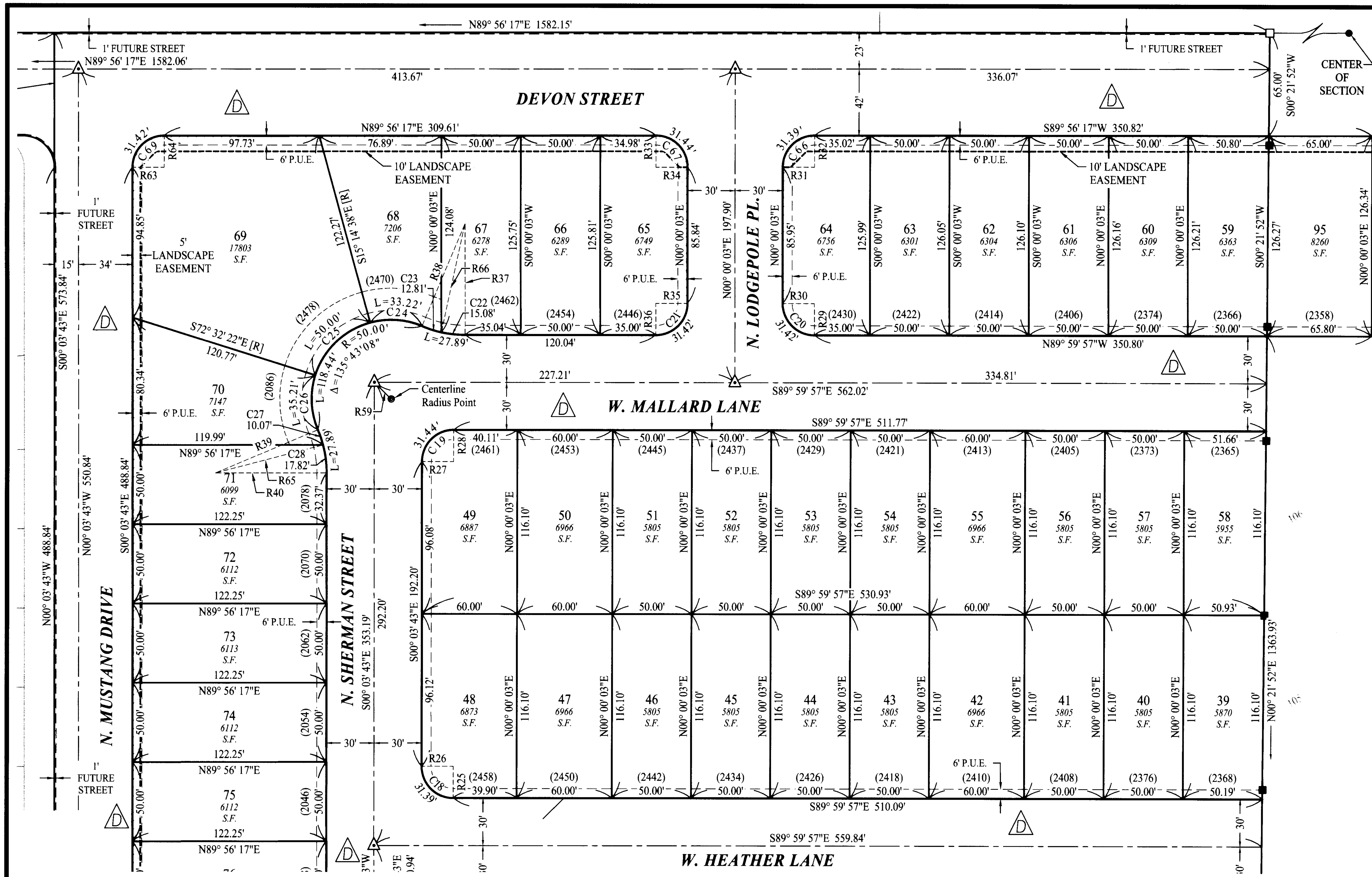
LEGEND

●	FOUND MONUMENT AS NOTED
▲	FOUND 2-1/2" BRASS CAP STAMPED R.C.E. 21489, ON A 2" I.P., INSIDE A MON. WELL
■	FOUND 1/2" REBAR WITH PLASTIC TAG, R.C.E. 21489, DN. 0.5'±
⊙	SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
○	SET 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, 6" DEEP
□	SET 1" I.P., 18" LONG, IN CONCRETE, 6" DEEP, W/TAG R.C.R. 21489
△	SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT.
	LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP
-----	INDICATES 6' PUBLIC UTILITY EASEMENT
△D	NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
[ ]	RECORD DATA PER PM 19-65, K.C.R.
[[ ]]	RECORD DATA PER LSP 21-53, K.C.R.
{ }	RECORD DATA PER LSP 23-41, K.C.R.
(( ))	RECORD DATA PER LSP 25-41, K.C.R.
*	DISTANCE WAS CONVERTED FROM GRID TO GROUND BY A MULTIPLIER OF 1.0000506282 PER L.S.P. 23-41 K.C.R.
( )	INDICATES STREET ADDRESSES
//////	ACCESS DENIED TO MUSTANG DRIVE, DEVON STREET, AND BERKSHIRE LANE
▬ ▪ ▪ ▬	EXTERIOR BOUNDARY OF THE LAND WITHIN THE SUBDIVISION

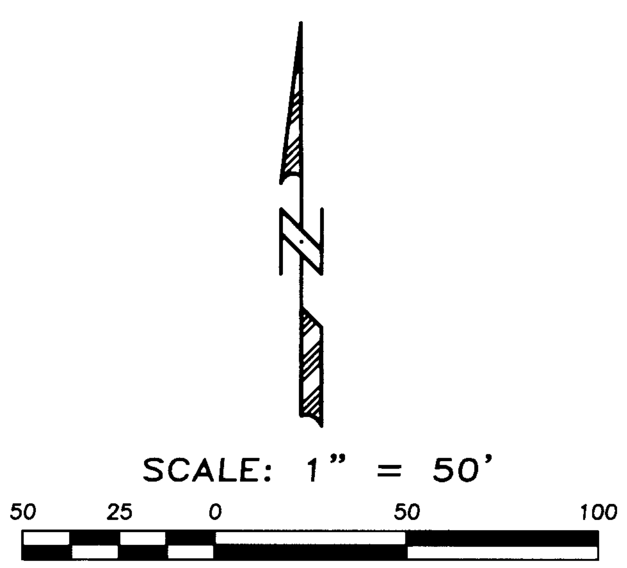
K.C.R. KINGS COUNTY RECORDS
K.C.C.R. KINGS COUNTY CORNER RECORD
K.C.O.R. KINGS COUNTY OFFICIAL RECORDS
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

CIVIL ENGINEERS
ZUMWALT HANSEN INC
LAND SURVEYORS

609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056 FILE NO. 0747224



SEE SHEET 4 FOR CONTINUATION



LENNAR HOMES UNIT 1

COUNTY TRACT NO. 922
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS N 89° 59' 41" W PER P.M. 19-65, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS NOTED OTHERWISE

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO N. MUSTANG DR., DEVON ST. & BERKSHIRE LN. ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

NOTE:

A PEDESTRIAN AND FIRE ACCESS EASEMENT WERE CREATED BY AND IS SHOWN ON DOCUMENT NUMBER 1706010. SAID PEDESTRIAN EASEMENT WAS NEVER USED, NEVER HAD FACILITIES CONSTRUCTED THEREIN AND NO LONGER SERVES A PURPOSE.

OMISSION ON HERE IN MAP IS INTENDED WHICH CONSTITUTES ABANDONMENT PER SECTION 66499.20.2 OF THE GOVERNMENT CODE DUE TO THE STREET DEDICATION AND CREATION OF "LOT C".

SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

LEGEND

- ● FOUND MONUMENT AS NOTED
- ▲ FOUND 2-1/2" BRASS CAP STAMPED R.C.E. 21489, ON A 2" I.P., INSIDE A MON. WELL
- ■ FOUND 1/2" REBAR WITH PLASTIC TAG, R.C.E. 21489, DN. 0.5'±
- ⊙ SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
- ○ SET 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, 6" DEEP
- □ SET 1" I.P., 18" LONG, IN CONCRETE, 6" DEEP, W/TAG R.C.R. 21489
- △ SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT.
- LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP
- - - - INDICATES 6' PUBLIC UTILITY EASEMENT
- (D) NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
- [ ] RECORD DATA PER PM 19-65, K.C.R.
- [[ ]] RECORD DATA PER LSP 21-53, K.C.R.
- { } RECORD DATA PER LSP 23-41, K.C.R.
- (( )) RECORD DATA PER LSP 25-41, K.C.R.
- • DISTANCE WAS CONVERTED FROM GRID TO GROUND BY A MULTIPLIER OF 1.0000506282 PER L.S.P. 23-41 K.C.R.
- ( ) INDICATES STREET ADDRESSES
- ACCESS DENIED TO MUSTANG DRIVE, DEVON STREET, AND BERKSHIRE LANE
- EXTERIOR BOUNDARY OF THE LAND WITHIN THE SUBDIVISION

K.C.R. KINGS COUNTY RECORDS
K.C.C.R. KINGS COUNTY CORNER RECORD
K.C.O.R. KINGS COUNTY OFFICIAL RECORDS
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Line Table

Line #	Length	Bearing
R59	15.00'	S45° 01' 50"E

Curve Table

Curve #	Length	Radius	Delta
C18	31.39'	20.00'	89° 56' 14"
C19	31.44'	20.00'	90° 03' 46"
C20	31.42'	20.00'	89° 59' 59"
C21	31.42'	20.00'	90° 00' 00"
C22	15.08'	70.00'	12° 20' 30"
C23	12.81'	70.00'	10° 29' 11"
C24	33.22'	50.00'	38° 04' 22"
C25	50.00'	50.00'	57° 17' 45"
C26	35.21'	50.00'	40° 21' 02"
C27	10.07'	70.00'	8° 14' 22"
C28	17.82'	70.00'	14° 35' 20"
C66	31.39'	20.00'	89° 56' 14"
C67	31.44'	20.00'	90° 03' 46"
C69	31.42'	20.00'	90° 00' 00"

Radial Line Table

Line #	Bearing
R25	S00° 00' 03"W
R26	S89° 56' 17"W
R27	S89° 56' 17"W
R28	S00° 00' 03"W
R29	S00° 00' 04"W
R30	N89° 59' 57"E
R31	N89° 59' 57"W
R32	S00° 03' 43"E
R33	S00° 03' 43"E
R34	S89° 59' 57"E

Radial Line Table

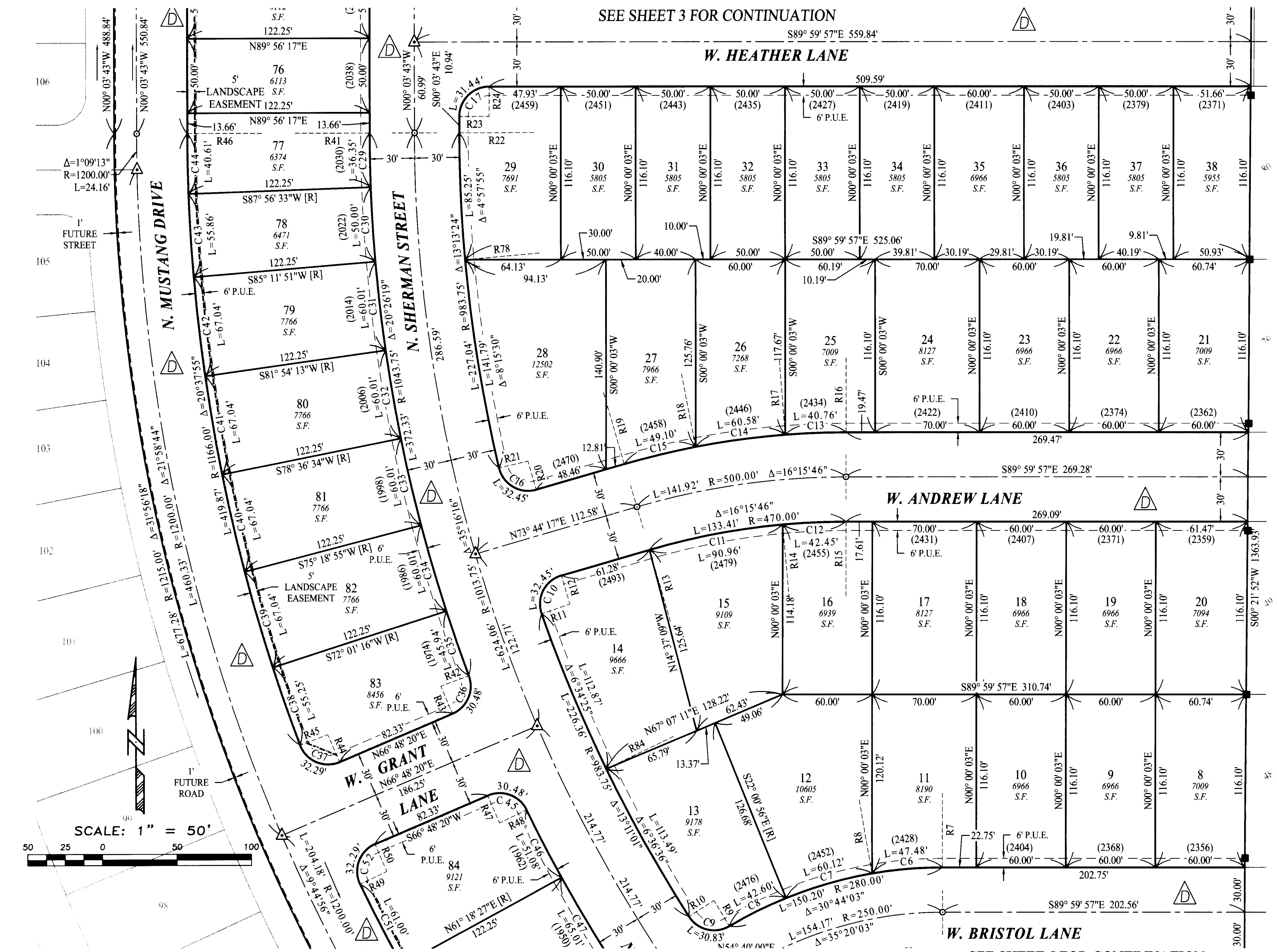
Line #	Bearing
R35	N89° 59' 57"W
R36	N00° 00' 03"E
R37	N00° 00' 03"E
R38	N22° 49' 44"E
R39	S67° 06' 36"W
R40	S89° 56' 17"W
R63	N89° 56' 17"E
R64	S00° 03' 43"E
R65	S75° 20' 57"W
R66	N12° 20' 34"E

CIVIL ENGINEERS
ZUMWALT HANSEN INC
LAND SURVEYORS

609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056 FILE NO. 0747224

SHEET THREE OF FIVE SHEETS

SEE SHEET 3 FOR CONTINUATION



SEE SHEET 5 FOR CONTINUATION

LENNAR HOMES UNIT 1

COUNTY TRACT NO. 922
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS N 89° 59' 41" W PER P.M. 19-65, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO N. MUSTANG DR., DEVON ST. & BERKSHIRE LN. ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

LEGEND

●	FOUND MONUMENT AS NOTED
▲	FOUND 2-1/2" BRASS CAP STAMPED R.C.E. 21489, ON A 2" I.P., INSIDE A MON. WELL
■	FOUND 1/2" REBAR WITH PLASTIC TAG, R.C.E. 21489, DN. 0.5'±
⊙	SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
○	SET 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, 6" DEEP
□	SET 1" I.P., 18" LONG, IN CONCRETE, 6" DEEP, W/TAG R.C.R. 21489
△	SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT.
	LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP
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(( ))	RECORD DATA PER LSP 25-41, K.C.R.
*	DISTANCE WAS CONVERTED FROM GRID TO GROUND BY A MULTIPLIER OF 1.0000506282 PER L.S.P. 23-41 K.C.R.
( )	INDICATES STREET ADDRESSES
	ACCESS DENIED TO MUSTANG DRIVE, DEVON STREET, AND BERKSHIRE LANE
	EXTERIOR BOUNDARY OF THE LAND WITHIN THE SUBDIVISION
K.C.R.	KINGS COUNTY RECORDS
K.C.C.R.	KINGS COUNTY CORNER RECORD
K.C.O.R.	KINGS COUNTY OFFICIAL RECORDS

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Curve Table

Curve #	Length	Radius	Delta
C6	47.48'	280.00'	9° 42' 54"
C7	60.12'	280.00'	12° 18' 05"
C8	42.60'	280.00'	8° 43' 04"
C9	30.83'	20.00'	88° 18' 59"
C10	32.45'	20.00'	92° 58' 16"
C13	40.76'	530.00'	4° 24' 24"
C14	60.58'	530.00'	6° 32' 55"
C15	49.10'	530.00'	5° 18' 27"

Curve Table

Curve #	Length	Radius	Delta
C16	32.45'	20.00'	92° 58' 36"
C17	31.44'	20.00'	90° 03' 46"
C29	36.35'	1043.75'	1° 59' 44"
C30	50.00'	1043.75'	2° 44' 42"
C31	60.01'	1043.75'	3° 17' 39"
C32	60.01'	1043.75'	3° 17' 39"
C33	60.01'	1043.75'	3° 17' 39"
C34	60.01'	1043.75'	3° 17' 39"

Curve Table

Curve #	Length	Radius	Delta
C35	45.94'	1043.75'	2° 31' 18"
C36	30.48'	20.00'	87° 18' 21"
C37	32.29'	20.00'	92° 30' 02"
C38	55.25'	1166.00'	2° 42' 55"
C39	67.04'	1166.00'	3° 17' 39"
C40	67.04'	1166.00'	3° 17' 39"
C41	67.04'	1166.00'	3° 17' 39"
C42	67.04'	1166.00'	3° 17' 39"

Curve Table

Curve #	Length	Radius	Delta
C43	55.86'	1166.00'	2° 44' 42"
C44	40.61'	1166.00'	1° 59' 44"
C45	30.48'	20.00'	87° 18' 21"
C46	51.08'	1043.75'	2° 48' 14"
C47	65.01'	1043.75'	3° 34' 07"
C51	61.00'	1166.00'	2° 59' 50"
C52	32.29'	20.00'	92° 30' 02"

Radial Line Table

Line #	Bearing
R7	S00° 00' 03"W
R8	N09° 42' 51"W
R9	S30° 44' 00"E
R10	N57° 34' 59"E
R11	S70° 46' 01"W
R12	S16° 15' 43"E
R13	S16° 15' 43"E

Radial Line Table

Line #	Bearing
R14	S05° 10' 25"E
R15	S00° 00' 03"W
R16	S00° 00' 03"W
R17	N04° 24' 21"W
R18	S10° 57' 16"E
R19	S16° 15' 43"E
R20	N16° 15' 43"W

Radial Line Table

Line #	Bearing
R21	S76° 42' 53"W
R22	S89° 56' 17"W
R23	S89° 56' 17"W
R24	S00° 00' 03"W
R41	S89° 56' 17"W
R42	N69° 29' 58"E
R43	N23° 11' 40"W

Radial Line Table

Line #	Bearing
R44	S23° 11' 40"E
R45	N69° 18' 22"E
R46	N89° 56' 17"E
R47	S23° 11' 40"E
R48	N64° 06' 41"E
R49	S64° 18' 17"W
R50	S23° 11' 40"E

Radial Line Table

Line #	Bearing
R78	S84° 58' 22"W
R84	S64° 11' 36"W

CIVIL ENGINEERS
ZUMWALT HANSEN & ASSOCIATES
LAND SURVEYORS

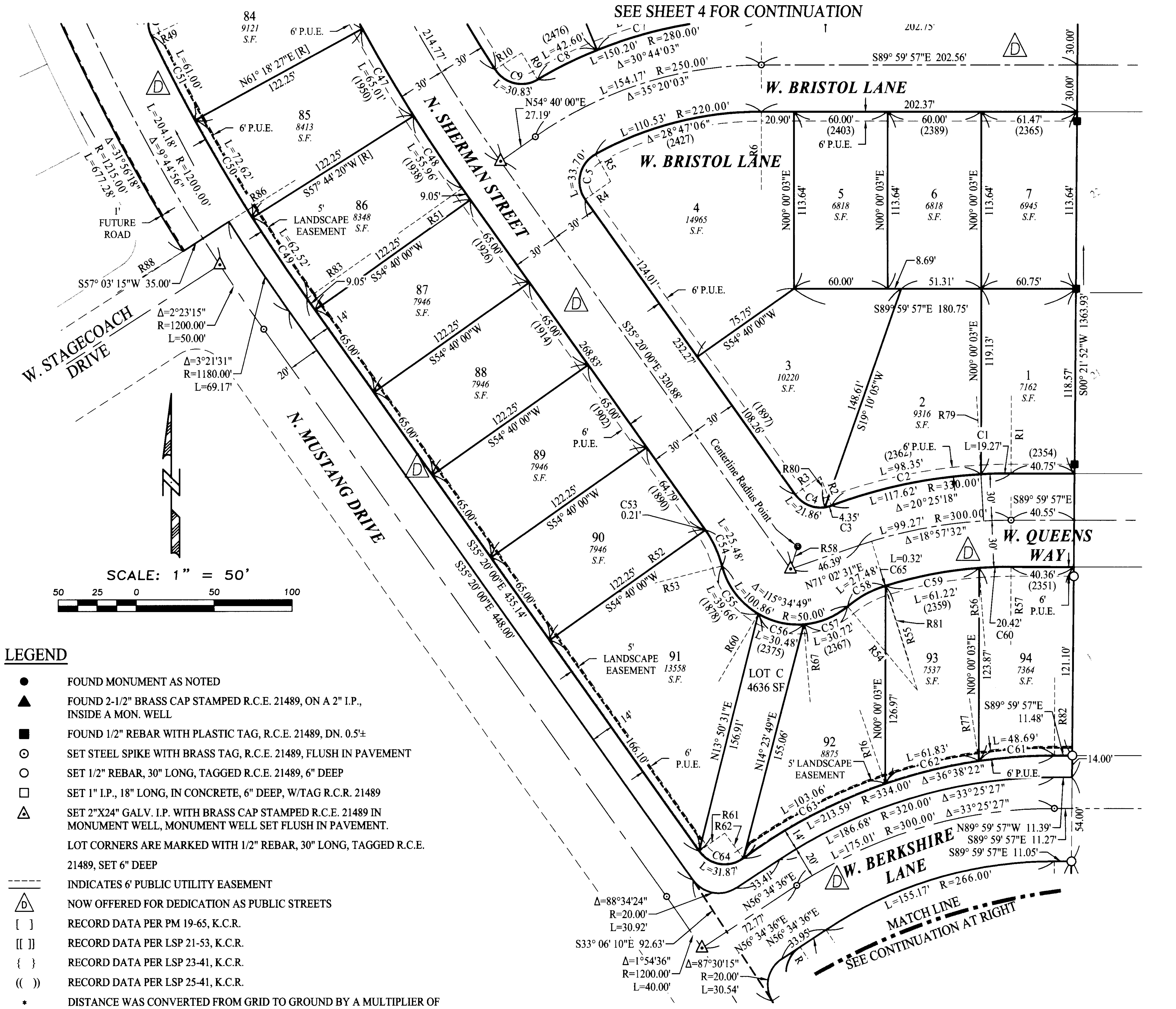
609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056

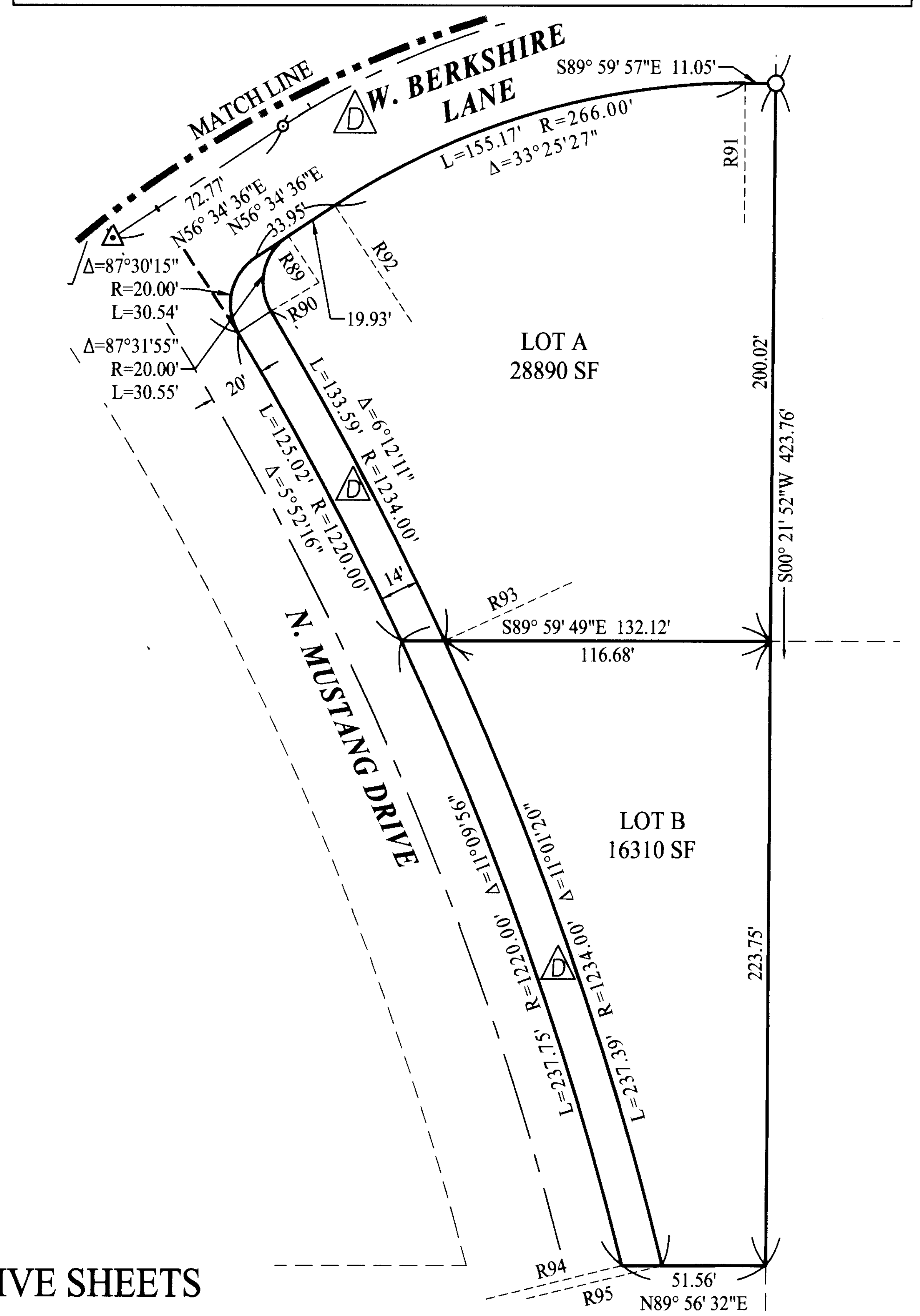
FILE NO. 0747224

LENNAR HOMES UNIT 1

COUNTY TRACT NO. 922
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

Radial Line Table	
Line #	Bearing
R1	N00° 00' 03"E
R2	N20° 25' 15"W
R3	N54° 40' 00"E
R4	S54° 40' 00"W
R5	S28° 47' 03"E
R6	S00° 00' 03"W
R9	S30° 44' 00"E
R10	N57° 34' 59"E
R51	N54° 40' 00"E
R52	S54° 50' 31"W
R53	N75° 41' 39"E
R54	N39° 53' 10"W
R55	S17° 23' 35"E
R56	N04° 19' 59"W
R57	N00° 00' 03"E
R58	N17° 51' 16"E
R60	N30° 14' 34"E
R61	N54° 40' 00"E
R62	N36° 38' 18"W
R67	N04° 41' 05"W
R76	S18° 57' 32"E
R77	S08° 21' 06"E
R79	S03° 20' 39"E
R80	N07° 57' 16"W
R81	N17° 19' 27"W
R82	S00° 00' 03"W
R83	S54° 51' 54"W
R86	N58° 01' 32"E
R88	N57° 59' 59"E
R89	S33° 25' 24"E
R90	N59° 02' 41"E
R91	S00° 00' 03"W
R92	S33° 25' 24"E
R93	S65° 14' 52"W
R94	S76° 06' 36"W
R95	N76° 16' 12"E





BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS N 89° 59' 41" W PER P.M. 19-65, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS NOTED OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO N. MUSTANG DR., DEVON ST. & BERKSHIRE LN. ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

LEGEND

- ● FOUND MONUMENT AS NOTED
- ▲ FOUND 2-1/2" BRASS CAP STAMPED R.C.E. 21489, ON A 2" I.P., INSIDE A MON. WELL
- ■ FOUND 1/2" REBAR WITH PLASTIC TAG, R.C.E. 21489, DN. 0.5'±
- ⊙ SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
- ○ SET 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, 6" DEEP
- □ SET 1" I.P., 18" LONG, IN CONCRETE, 6" DEEP, W/TAG R.C.R. 21489
- ⚠ SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT.
- LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP
- ------ INDICATES 6' PUBLIC UTILITY EASEMENT
- (D) NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
- [ ] RECORD DATA PER PM 19-65, K.C.R.
- [[ ]] RECORD DATA PER LSP 21-53, K.C.R.
- { } RECORD DATA PER LSP 23-41, K.C.R.
- (( )) RECORD DATA PER LSP 25-41, K.C.R.
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- ////// ACCESS DENIED TO MUSTANG DRIVE, DEVON STREET, AND BERKSHIRE LANE
- ▬ ▪ ▪ ▬ EXTERIOR BOUNDARY OF THE LAND WITHIN THE SUBDIVISION

K.C.R. KINGS COUNTY RECORDS
K.C.C.R. KINGS COUNTY CORNER RECORD
K.C.O.R. KINGS COUNTY OFFICIAL RECORDS
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Curve Table				Curve Table				Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	19.27'	330.00'	3° 20' 42"	C47	65.01'	1043.75'	3° 34' 07"	C55	39.66'	50.00'	45° 27' 06"	C62	61.83'	334.00'	10° 36' 26"
C2	98.35'	330.00'	17° 04' 36"	C48	55.96'	1043.75'	3° 04' 20"	C56	30.48'	50.00'	34° 55' 39"	C63	103.06'	334.00'	17° 40' 46"
C3	4.35'	20.00'	12° 27' 58"	C49	62.52'	1166.00'	3° 04' 20"	C57	30.72'	50.00'	35° 12' 04"	C64	31.87'	20.00'	91° 18' 19"
C4	21.86'	20.00'	62° 37' 17"	C50	72.62'	1166.00'	3° 34' 07"	C58	27.48'	70.00'	22° 29' 34"	C65	0.32'	270.00'	0° 04' 08"
C5	33.70'	20.00'	96° 32' 57"	C51	61.00'	1166.00'	2° 59' 50"	C59	61.22'	270.00'	12° 59' 28"				
C8	42.60'	280.00'	8° 43' 04"	C53	0.21'	70.00'	0° 10' 30"	C60	20.42'	270.00'	4° 20' 03"				
C9	30.83'	20.00'	88° 18' 59"	C54	25.48'	70.00'	20° 51' 09"	C61	48.69'	334.00'	8° 21' 09"				

CIVIL ENGINEERS
ZUMWALT HANSEN INC
LAND SURVEYORS
609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056

FILE NO. 0747224

SHEET FIVE OF FIVE SHEETS

RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED MAIL TO:

CITY OF HANFORD
319 N. Douty Street
Hanford, CA93230

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

CITY OF HANFORD
319 N. Douty
Hanford, CA93230

DOCUMENTARY TRANSFER TAX $..-0-................
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at the time of sale.

ACCEPTANCE OF OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

County Tract No. 922, Unit 1, recorded in Volume 26 of Licensed Surveyor's Plats, at Page 47, of Kings County Records

hereby made an irrevocable Offer of Dedication to the City of Hanford, a municipal corporation

FOR STREET AND UTILITY PURPOSES over, under, through and across all that real property in the City of Hanford, County of Kings, State of California, described as:

See Exhibit "A" attached.

A.P.N.009-030-163
A.P.N.009-030-164
A.P.N.009-450-092

Of which Offer of Dedication is hereby accepted by the City of Hanford, a municipal corporation..

See Exhibit "B" attached

EXHIBIT “A”

LEGAL DESCRIPTION

APN 009-030-163

Lot A, for Park purposes, as shown on County Tract No. 922, Unit 1, recorded in Volume 26 of Licensed Surveyor’s Plats, at Page 47, of Kings County Records.

APN 009-030-164

Lot B, for Storm Drainage purposes, as shown on County Tract No. 922, Unit 1, recorded in Volume 26 of Licensed Surveyor’s Plats, at Page 47, of Kings County Records.

APN 009-450-092

Lot C, for Park purposes, as shown on County Tract No. 922, Unit 1, recorded in Volume 26 of Licensed Surveyor’s Plats, at Page 47, of Kings County Records.

ACCEPTANCE OF OFFER OF DEDICATION

This is to certify that an interest in a portion of the Real Property offered for dedication per Tract 922, Unit No. 1, recorded in Volume 26 of Licensed Surveyor's Plats, at Page 47 of Kings County Records, which offer of dedication was not accepted in whole or in part at the time of Parcel Map approval, was accepted by order of the City Council for the City of Hanford, and the City of Hanford, as Grantee, hereby accepts the said offers of dedication described on Exhibit "A" attached hereto, and consents to recordation of this Acceptance of Dedication Offer by its duly authorized officer.

DATED: ____________________, 2023

CITY OF HANFORD
A Municipal Corporation

By: ____________________________
Mario Cifuentez
City Manager

ATTEST: __________________________
Natalie Corral
City Clerk

14.G.

AGENDA
STAFF REPORT

MEETING DATE: 3/7/2023	AGENDA SECTION: CONSENT CALENDAR

SUBJECT:
Authorization to Award a contract to Aramark Uniform Services (Fresno, CA) to provide uniform and laundry services, initially up to $21,200 annually per specifications of Request for Bid No. 2023-04 for up to three years.

RECOMMENDATION:

Recommendation: That the City Council, by motion, award a contract to Aramark Uniform Services, a division of a Aramark Uniform & Career Apparel, LLC, to provide uniform and laundry services to the Public Works Department for $21,300 annually ($408.98 per week), per specifications of Request for Bid No. 2023-04.

BACKGROUND: Since 2005, Aramark Uniform Services, has been supplying the Public Works Department & Wastewater Treatment Plant with floor mats, towels, mops, hand soap, and air fresheners. This is being brought to Council as the amount of the contract will exceed $50,000 over three years.

On February 3, 2023, a request for bids to provide uniform and laundry services for the Public Works Department was entered in BidNet, the City's online procurement system.

On February 15, 2023, the bids were submitted **Table 1 – Bid Summary**.

Bidders Name	Uniforms & Laundry Service Weekly Cost
Aramark Uniform Services	$408.98
Unifirst Uniform Company	$489.55
Prudential Overrall Supply	$998.81

The low bidder was Aramark Uniform Services of Fresno, California. Aramark is the current uniform services provider for the City, and their products meet standards and are of good quality. The bid price of $408.98 is slightly less than the current weekly cost of $442 for the same services. In addition, other City departments can piggyback off the contract and pricing as their current contracts expire.

The contractual agreement is for a one-year period, but can be extended by the City annually for a total period not to exceed three (3) years providing satisfactory performance is provided. A Consumer Price Index (CPI) adjustment may be requested by the vendor within 30 days of the annual renewal/extension date of the contract, using the most recent CPI for All Urban Consumers.

The City will consider each request when it is received.

FISCAL IMPACT:

Funds for the proposed uniform and laundry services are budgeted between the various divisions utilizing the contracted services. This is anticipated to reduce expenses for the City as the bid was below the current contract pricing the City receives.

ATTACHMENTS:

1. ARAMARK BID 2023-04

EXHIBIT "A"
BID FORM
RFB NO. 2023-04
Project: ANNUAL CONTRACT FOR INDUSTRIAL UNIFORM AND LAUNDRY SERVICES

TO: THE CITY OF HANFORD PUBLIC WORKS DEPARTMENT:

In compliance with the City's Notice Inviting Sealed Bids No. 2023-04 dated: 2/13/2023, the undersigned BIDDER hereby proposes to furnish all materials and services required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the specifications, Instructions to BIDDERs, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all sales tax, freight, delivery alterations, patch/emblem sewing. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts and words shall govern over figures.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the City's Public Works Department, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the City may proceed to award the contract to others.

BIDDER agrees to commence the work within ten (10) calendar days after the effective date of the Notice to Proceed.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form. Bidders who participate in the process will bid on **A-1, INDUSTRIAL UNIFORM AND LAUNDRY SERVICES**. However, Bidders are required to bid on all items within each part; an "all or nothing for each section". Each division will be awarded to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City.

Quantities given herein are for the purpose of evaluating the bids only. The numbers given on the bid proposal sheet are estimates for the purpose of comparison of bids and are based on previous years' requirements. The City has made every effort to insure that the estimates are neither capricious nor arbitrary, however, the City reserves the right to request greater or lesser quantities as circumstances warrant. The City of Hanford does not guarantee a minimum amount of work.

The following amounts to be shown in both words and figures. In case of discrepancy between words and figures, the words shall prevail.

BIDDING FIRM Aramark

A-1, INDUSTRIAL UNIFORM AND LAUNDRY SERVICES
BID FORM - RFB NO. 2023-04

DESCRIPTION OF ARTICLE **per specifications of RFB 2023-04** *Polyester/Combed Cotton*	**EST. QTY** **Per Week**	**Laundry Service** (Provide & Clean) **Cost/Week**	**Replacement** **Cost per Item**	**Total** (Includes all sales tax, freight, delivery, alterations, patch/emblem stitching, sewing and fitting)
Item A: UNIFORMS (100 EMPLOYEES)				
DC Blend Pant, Men's/Women's	99	$ 1.98	$ 16.00	$ 196.02
DC Blend Shirt, Men's/Women's	99	$ 1.54	$ 13.00	$ 121.66
100% Cotton Pant, Men/Women	0	$	$	$
100% Cotton Shirt, Men/Women	1	$ 2.42	$ 16.00	$ 2.42
Coverall, Cotton/Synthetic	10	$ .35	$ 19.00	$ 3.50
Coverall, 100% Cotton	0	$	$	$
Medium Soiled Garment Collection Lockers	8	$ N/C	$ 156.00	$ 0
Large Soiled Garment Collection Lockers	6	$ N/C	$ 215.00	$ 0
Rolling Garment Z-Racks	6	$ N/C	$ 75.00	$ 0
			Subtotal A	$ 323.60
Item B-3:FLOOR MATS (every 2 weeks)				
Dark Gray Mat 4' X 6'	10	$ 2.60	$ 75.00	$ 26.00
Dark Gray Mat 3' X 10'	1	$ 3.50	$ 85.00	$ 3.50
Dark Gray Mat 3' X 4'	5	$ 1.32	$ 50.00	$ 6.60
Dark Brown Mat 3' X 4'	6	$ 1.32	$ 50.00	$ 7.92
			Subtotal B-3	$ 44.02
Item B-4: TOWELS (every 2 weeks)				
Towel, Bath – Yellow *(Grade B)*	25	$ .22	$ 1.00	$ 5.50
Towel, Shop – Red 18" X 18"	250	$ .05	$ .40	$ 12.50
Shop Towel Container	1	$ N/C	$ 50.00	$ N/C
			Subtotal B-4	$ 18.00
Item B-5: MOPS (every 2 weeks)				
Dust Mop, Treated, 24"	2	$ .50	$ 10.00	$ 1.00
Dust Mop, Treated, 36"	1	$ .60	$ 15.00	$ .60
Mop, Synthetic Blend, 24"	2	$ .50	$ 10.00	$ 1.00
Mop, Synthetic Blend, 36"	1	$ .60	$ 15.00	$ .60
Mop Tool, Wet and Dust Mops	6	$ N/C	$ 18.00	$ N/C
			Subtotal B-5	$ 3.20

****Continued on next page***

EXHIBIT "B-2"

NON-COLLUSION AFFIDAVIT
To Accompany Bid Form

STATE OF CALIFORNIA)
) **ss**
CITY OF HANFORD)

Darnell Williams, **being first duly sworn, deposes and says that he or she is** General Manager **of** Aramark US **the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.**

Company:	Aramark Uniform & Career Apparel, LLC
Business Address:	3333 N. Sabre Drive, Fresno, CA 93727
Signature:	
Name of Signing Official:	Darnell Williams
Title of Signing Official:	General Manager
Date:	2/13/2023

Company Seal:

State of California

County of Fresno

On this 13 **day of** February **before me,** Susana Baltazar, **a Notary Public,**
personally appeared Darnell Williams, **who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

See Attached Document

Signature ______________________ **(Seal)**

RFB NO. 2023-04

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Fresno

On February 13, 2023 before me, Susana Baltazar, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Darnell Williams
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SUSANA BALTAZAR
Notary Public - California
Fresno County
Commission # 2349434
My Comm. Expires Mar 1, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____________________

Document Date: ____________________ Number of Pages: ________

Signer(s) Other Than Named Above: ____________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________
☐ Corporate Officer – Title(s): ____________
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________
Signer is Representing: ____________________

Signer's Name: ____________________
☐ Corporate Officer – Title(s): ____________
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________
Signer is Representing: ____________________

EXHIBIT "B-3"

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

To Accompany Bid Form

STATE OF CALIFORNIA)
) ss
CITY OF HANFORD)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: Aramark Uniform & Career Apparel, LLC

Business Address: 3333 N. Sabre Drive, Fresno, CA 93727

Signature:

Name of Signing Official: Darnell Williams

Title of Signing Official: General Manager

Date: 2/13/2023

Company Seal:

EXHIBIT "B-4"

CITY OF HANFORD

Ownership Disclosure for Contractors and Consultants

To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Aramark Uniform & Career Apparel, LLC

Firm Address: 3333 N. Sabre Drive, Fresno, CA 93727

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation. For limited liability companies, provide names of members and managers:

Kim Scott- CEO

Art Wake-President

Tamsin Fast-VP

Robert N. Deitz-VP

Jason Coyle-VP

David Michaelson-VP

Patricia Rapone-VP

Edward Friedler-VP and Secretary

James J. Tarangelo-Treasurer

Maureen Baurels-Assitant Treasurer

Robert T. Rambo-Assistant Treasurer

Submitted by: **Name** Darnell Williams

Date 2/13/2023

RFB NO. 2023-04

EXHIBIT "C"
S A M P L E (does not need to be submitted with Bid/Proposal)
ANNUAL CONTRACT FOR INDUSTRIAL UNIFORM AND LAUNDRY SERVICES
(City of Hanford Bid No. 2023-04)

This Agreement, entered into and effective this 13 day of February, 2023 ["Effective Date"], by and between the City of Hanford, hereinafter referred to as the "CITY", and Aramark Uniform & Career Apparel, LLC hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an Limited Liability Company (insert individual or entity type) with a primary business address of 3333 N. Saber Dr and SSN or EIN: 23-2816365; and

WHEREAS, CITY is a municipal corporation and General Law City; and

WHEREAS, City of Hanford reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:
The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR , be extended annually thereafter for two (2) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:
The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Hanford Bid 2023-04, Annual Contract for Industrial Uniform and Laundry Service
Attachment 4	CONTRACTOR's bid in response to Bid No. 2023-04

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:
CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 2023-04.

EXHIBIT "B-5"
To Accompany Bid/Proposal

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
Aramark Uniform & Career Apparel, LLC	23-2816365
BY(Authorized Signature)	DATE EXECUTED
[signature]	2/13/2021
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Darnell Williams	(559) 291-6631
TITLE	
Gerneral Manager	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
3333 N. Sabre Drive, Fresno, CA 93727	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until ____________ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company:	Aramark Uniform & Career Apparel, LLC
Business Address:	3333 N. Sabre Drive, Fresno, CA 93727
Signature:	
Name of Signing Official:	Darnell Williams
Title of Signing Official:	General Manager
Date:	2/13/2023

Company Seal:

EXHIBIT "B-1"

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)

To Accompany Bid Form

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Hanford, the BIDDER agrees as follows:

1. **The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.**

2. **The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.**

3. **The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.**

4. **The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.**

5. **The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.**

6. **In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.**

7. **The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation**

each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation or a limited liability company, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership, corporation, or limited liability company, the names of all other general partners, the president or secretary of the corporation, or the manager of the limited liability company and their business addresses must be shown below.

____

____

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

CONTRACTOR'S PERMIT INFORMATION

License Classification: Not Applicable

Expiration Date: ____________________

City of Hanford Business License Certificate No.: 96002952

(A City Business License is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Hanford regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-585-2512.

Federal Tax I.D. No.: 23-2816365

REFERENCES

The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past two years.

Company Name	Address	Tel. No.	Contact
1. Yosemite Park	Yosemite Pare	559-724-3214-2147	Melissa Lopez
2. Central Valley Meats	10431 8 3/4	559-583-9624	Brian Coelho
3. Ruiz Foods	501 S Alta	559-591-5510	Connie Cazures

Item B-6: HAND SOAP & AIR FRESHENERS (as needed)				
Top Grit Soap Cartridge	**1**	$ 17.00	$ 0	$ 18.53
Top Grit Soap Dispenser	**1**	$ N/C	$ 15.00	$ N/C
Air Freshener Cartridge	**1**	$ 1.50	$ 0	$ 1.63
Air Freshener Dispenser	**1**	$ N/C	$ 12.00	$ N/C
			Subtotal B-6 $	20.16
			(Total Items A-B) Lump Sum Price	$ 408.98

RFB: 2023-04

Lump Sum Price: Four Hundred Eight **dollars**
(words)

and Ninety-Eight **cents**
(words)

Additional items may be required throughout the contract.

(1) Aramark Uniform & Career Apparel, LLC
Bidding Firm

(2) LLC
Corporation, Partner, Joint Venture

(3) 3333 N. Sabre Drive | Fresno | CA | 93727
Business Address | **City** | **State** | **Zip Code**

(559) 291-[illegible]1 | | williams-darnell@aramark.com
Telephone Number | **Fax Number** | **E-mail Address**

(4) [signature] | 2/13/2023
Signature of Authorized Person | **(Date)**

Darnell Williams
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation or limited liability company, the exact name of the corporation or limited liability company.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, or limited liability company, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and

Exhibit "D"

CITY LOGO SPECIFICATIONS

CRESCENT LOGO [Department Specific] = 1"H x 3.25"L
AND
ROUND CITY OF HANFORD LOGO = 3"H x 3"L
Left Arm Sleeve: 1.50" below the shoulder seam

Bid # RFB 2023-04
Annual Contract for Industrial Uniform and Laundry Services

(b) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall be non-contributory.

(c) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(e) Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(f) Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(g) The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit "C"
Attachment 2

INSURANCE REQUIREMENTS

1. Contractor shall procure and maintain for the duration of this contract insurance covering claims for injuries to persons and damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

(a) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS ($2,000,000), twice the required occurrence limit.

(b) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury and property damage.

(c) **Workers' Compensation:** as required by California statutes.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

2. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

3. The policies are to contain, or be endorsed to contain, the following provisions:

(a) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

cost to the City. Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacture unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

No materials or supplies for the project shall be purchased by the CONTRACTOR or SUBCONTRACTOR subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies used by it in the project, free from all liens.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to the CONTRACTOR. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

J. **Attorney's Fees**: In the event either party commences any action for the enforcement of this Agreement, the prevailing party, as determined by the court, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

K. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **Firearms Prohibited:** Guns may not be carried by contractors, vendors, consultants, or their respective employees while working on City of Hanford premises without the expressed written approval of a City of Hanford Department Head, or an exemption in the contract. If a contractor, vendor, consultant, or their respective employees are caught carrying a gun without City permission, this contract will be terminated.

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF HANFORD
315 North Douty Street
Hanford, CA 93230-3951
Attention: City Clerk

CONTRACTOR
Aramark Uniform & Career Apparel, LLC
3333 N. Sabre Drive, Fresno, CA 93727
Attention: Darnell Williams

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Kings County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Kings County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Guarantees and Warranties**:
1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: The successful bidder must provide for trial fittings and size exchanges until the employee is satisfied with the size provided. Problems due to defective materials and workmanship of any item will be corrected by the Vendor by providing new replacements at no

4. <u>CITY COMMITMENTS:</u>

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. <u>COMPENSATION:</u>

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	$
Source of Funds:	Local Revenues (Various Divisions)
Payment Schedule:	Contractor shall submit monthly billings to the City describing the work performed during the preceding month. Contractor's bills shall include a brief description of the Services performed and the date the Services were performed, and a description of any reimbursable expenditures. City shall pay Contractor no later than 60 days after the date of submittal of a complete invoice for completed tasks and approval of the invoice by City staff.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

Aramark Uniform & Career Apparel, LLC

Darnell Williams

Signature

General Manager

Title

License No. 96002952

ATTEST:

Darnell Williams

BY

General Manager

Title

CITY OF HANFORD, CALIFORNIA

BY ______________________

Mayor

ATTEST:

____

City Clerk

APPROVED AS TO CONTENT:

____

City Engineer

APPROVED AS TO FORM:

____

City Attorney

CITY OF HANFORD
REQUEST FOR BID ("RFB")

RFB NO. 2023-04

PROJECT: ANNUAL CONTRACT FOR INDUSTRIAL UNIFORM AND LAUNDRY SERVICES

BIDS DUE NO LATER THAN 2:00PM ON WEDNESDAY, FEBRUARY 15, 2023

The City of Hanford expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.

TABLE OF CONTENTS

I. DEFINITIONS

For the purposes of RFB NO. 2023-04, the following terms shall have the meanings indicated:

1. "City" means the City of Hanford
2. "City Council" means the Council of the City of Hanford
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 2023-04.

II. INTRODUCTION

The City of Hanford Public Works Department is soliciting Bids for an annual contract for Industrial Uniform and Laundry Services for various departments throughout the City of Hanford.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for two (2) consecutive one-year periods." Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

Contract start date is March 9, 2023.

The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

Section 2.48.070 Preference for Local Vendors of the Hanford Municipal Code states: "The use of vendors who have a fixed business location within the city limits provides certain benefits to the city and its citizens, including, without limitation, the following:

A. Receipt of sales tax revenue from sales made within the city limits;
B. Cost savings resulting from local maintenance, repair, pick-up and delivery;
C. Use of the local labor force.

Therefore, the city may allow the following preferences to vendors having a fixed business location within the city limits.

If the city receives two (2) or more bids for the same price with all other factors being equal, the city may award the contract to the vendor having a fixed business location within the city limits. If the city receives two (2) or more bids with all factors being equal except price, an adjustment of five percent of the quoted price may be afforded to the vendor having a fixed business location within the city limits. (95-29 § 1, 1995; prior code § 2-5.07)."

III. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A-1") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid electronically onto City of Hanford Bidnet website https://www.bidnetdirect.com/california/cityofhanford

4. Submit electronically each of the required Certifications, Affidavits, Statements and Questionnaires as well as optional waiver(s) included with bid to the City via Bidnet website. City will not consider Bids which are not accompanied by the required completed forms.

5. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by downloading bid documents via City Bidnet website. However, to prevent

misinterpretations, the Public Works Department would prefer that all questions be submitted via City Bidnet website through the questions and answers tab.

6. The City will not accept responsibility for incomplete Bid packages or missing addenda. It is the proposer(s) responsibility to monitor Bidnet for release of any addenda prior to submission to make certain the bid package is complete and all required addenda are included. Addenda information (if any) will be available via Bidnet. All official information and guidance will be provided as part of this solicitation or written addenda. Addenda, if issued by the City, will be transmitted via Bidnet. Addenda must be digitally acknowledged (if applicable) through Bidnet in addition to a printed and signed version submitted with the bid response. If addenda are not signed and submitted with the bid response, the bid may be deemed nonresponsive and rejected.

   The process enabling download and upload of documents, copy and paste the provided URL link https://www.bidnetdirect.com/california/cityofhanford into your internet browser to visit the City of Hanford bid and proposal online website page. Click the Register Now and as the process begins, select California Purchasing Group, Limited Package (no fee required), enter your basic company information, Advance Profile select (not now); after registration completion, anticipate a Bidnet email notice to activate your company's newly registered account. If further assistance is needed, contact Bidnet Vendor Support at 1-800-835-4603, Option 2 to receive assistance for all issues and questions.

Questions regarding this RFB must be received no later than February 9, 2023.

IV. SCOPE OF SERVICES/PROJECT

A. UNIFORMS

Contractor shall have forty-five (45) days from effective date of the contract to complete outfitting all employees with new uniforms.

1. Samples. A bidder must provide sample uniforms and coveralls, packaged for hanger delivery as they propose to deliver, to the City's Public Works Department five (5) days after notification and before actual award of contract is made. All samples may be picked up at the Public Works Department, 900 S. 10th Avenue, Hanford, CA after the award of contract.

2. Service. Service will be required weekly or as mutually agreed with the using department. Pickup and delivery must be made on a day of the week agreed upon by the City. Vendor shall give a minimum of two (2) weeks- notice for changes in schedule due to holidays.

3. Soiled Garment Collection Lockers & Rolling Garment Z-Racks. Vendor will provide up to 2 soiled garment collection lockers and 1 professional duty rolling garment Z-rack to each Department.

   It is estimated that 14 soiled garment collection lockers will be needed.
   Approximate Dimensions: 8 Medium Lockers - 78" tall 17" wide and 16" deep.
   Approximate Dimensions: 6 Large Lockers - 84" tall 26" wide and 21" deep.

   It is estimated that 6 professional duty rolling garment Z-racks will be needed.
   Approximate Dimensions: 60" tall 73" wide and 24"deep.

4. Service Addresses: *(Note: some delivery sites may be combined to ensure timely service)*

Department/Division	**Site Address**
Finance Utility Division	315 N. Douty
Building Maintenance	315 N. Douty
Wastewater Treatment Plant	10555 Houston Ave.
Sanitary Sewer Collection	10555 Houston Ave.
Engineering, Street Maintenance, Refuse, Street Cleaning, Fleet Maintenance, Storm Drainage, Water Operations, Parks Division	900 S. 10th Ave.

5. Ownership. Rental garments shall be wholly owned by the vendor and subject to such loss replacement cost to the City of Hanford as established by the vendor in this bid. The vendor shall solely be responsible for the laundering and maintenance of the uniforms at industry standards throughout the contract period.

6. Initial Outfitting. The initial issuance of uniforms shall be as follows:

   - Pre-washed, new and unused uniforms (NO EXCEPTIONS) shall be issued.

   - Divisions shall be outfitted at one time. The measuring will be conducted at the Public Works Department and the times and dates will be established upon execution of the contract.

   - Vendor shall be responsible for measuring all employees to ensure that the proper uniform sizes are provided. Vendor shall make exchanges until the employee is satisfied with the size provided, at no charge, as long as exchanges are made within five (5) days of initial issue.

   - The vendor shall furnish a total of eleven (11) new shirts and eleven (11) new pants to each employee as designated by the Division or Department Head. The color of the uniform will be determined at the time of contract award. The vendor shall also be required to supply new coveralls to designated employees in a number and color to be determined by the City.

7. Construction. Uniforms and garments shall be constructed of good quality material in a good and workmanlike manner.

   - City Logo patches shall be required to be sewn on the garment. City will provide all required patches to the Vendor. Vendor shall be responsible for properly and neatly attaching the Logo patches to the garments. The Logo will be attached according to the specifications in Exhibit "D".

   - Alterations of hems on pant legs shall not have multiple folds and must be sewn in place.

8. Men's Uniform. Consists of two pieces:

   - Shirts to be long or short sleeved per employee's choice. Materials to be 65% Polyester and 35% Combed Cotton finished and permanent press treated. Shirts shall be button-down and shall have two (2) breast pockets and shirttails. Some Supervisors require the Executive Shirt, in Polyester/Combed Cotton with the City logo patch.

- Pants to be manufactured of 65% Polyester and 35% Combed Cotton finished and permanent press treated. **Pants manufactured by Red Cap may be required by some employees**. Such requirements will be stated at measurement time.

Employees have the option of selecting 100% cotton due to welding, safety, and/or heat resistance. Total number to be determined.

9. Women's Uniform. Consists of two pieces:

- Shirts to be women's cut, long or short sleeved, per the employee's choice. Shirts to be manufactured of 65% Polyester and 35% Combed Cotton finished and permanent press treated. Shirt shall be button-down and shall have two (2) breast pockets and shirttails. Some Supervisors require the Executive Shirt, in Polyester/Combed Cotton with the City logo patch.

- Pants to be women's cut, manufactured of 65% Polyester and 35% Combed Cotton finished and permanent press treated. **Pants manufactured by Red Cap may be required by some employees**. Such requirements will be stated at measurement time.

Employees have the option of selecting 100% cotton uniforms due to welding, safety, and/or heat resistance.

10. Coverall. Shall be preshrunk 100% Cotton (OSHA required) or Polyester/Cotton (employee choice). Color shall be selected by City at commencement of contract. Mechanics design. Zippers – no buttons. City Logo patch.

11. Uniform Colors. Currently the City has the following color combinations for pants and shirts.

Department	**Pants**	**Shirt**
Finance Utility Division	Dark Blue	Light Blue
Building Maintenance	Dark Blue	Light Blue
Wastewater Treatment Plant	Dark Blue	Light Blue
Sewer Collection	Dark Blue	Light Blue
Engineering	Dark Blue	Light Blue
Street Maintenance	Dark Blue	Light Blue
Refuse	Dark Blue	Light Blue
Street Cleaning	Dark Blue	Light Blue
Fleet Maintenance	Dark Blue	Light Blue
Storm Drainage	Dark Blue	Light Blue
Water Operations	Dark Blue	Light Blue
Parks Division	Dark Green	Light Green

12. Quality Control. The vendor shall repair uniforms and keep all uniforms in good condition at all times. Uniforms shall be maintained at industry standards throughout the contracted period. When the vendor is notified of below industry standard clothing, vendor shall take corrective action within fourteen (14) days. Generally vendor shall:

- Provide rental garments in a professional, clean and presentable condition with due precaution taken in the processing and cleaning to afford a sanitary end product.

- Ensure that all items received shall have a pleasant aroma or at least be aroma-neutral.

- Provide neatly **pressed garments**.

- Visually inspect all garments at the time of pickup. Ensure weekly repair or replacement of all broken buttons, broken zippers and torn or stained uniforms. Garments shall be kept sound and mended by the vendor at vendor's expense. Articles that have become unsightly due to mending or patching shall be replaced.

- Any garment tagged for repair shall not be returned to service until all repairs have been made by the vendor. Vendor shall ensure that the employee has an adequate supply of uniforms as a result of any article being taken out of service for repair.

- Provide regular service reviews at set intervals to insure compliance with the requirements of the contract and to maintain lines of communication between the City of Hanford and the vendor.

The City of Hanford will not accept improperly sized, wrinkled, dirty, permanently stained or otherwise unacceptable items. Vendor failure to meet the terms of delivery, cleanliness and quantities will result in termination of the contract. The City of Hanford shall be the sole judge in determining when an article of rental has become worn in usage to the point of its inability to function properly for the purpose intended, or to be unsightly or unsuitable for use for any reason. Should vendor's performance fail and satisfactory corrective measures cannot be mutually agreed upon, the City reserves the right to terminate the contract.

The City currently has approximately five other different addresses/departments not listed in this Request for Bid within Hanford City limits that are currently contracting for various floor mats, towels, and hand clothes. The successful Bidder will be requested to inquire from these additional addresses/departments regarding their supplies and service needs prior to or during contract negotiations and (possibly) incorporate them into subsequent contract with successful Bidder.

13. Inventory Control. Vendor shall maintain a stock of uniforms to adequately service the City's account.

- Vendor shall maintain sufficient stock to provide complete/acceptable and new uniforms within five (5) working days to new City employees who are hired after the initial issuances are made. The vendor shall inventory uniforms over and above those utilized for current needs.

- Vendor shall keep uniforms in the correct quantity and order for each employee. Each employee shall be issued the designated inventory that will allow them to turn in and receive back the proper garment rotation.

Employees shall receive back the same number of uniforms as were deposited for cleaning.

- A count shall be made of all items picked up and this quantity shall be entered on the delivery ticket along with a count of all items delivered and repaired. A count should be provided by employee name. Delivery tickets shall be turned in at each location for each drop off/pick up.

- Shortages as documented by City personnel shall be credited to the next billing. Deliveries to wrong locations shall be treated as a shortage and credited to the next billing.

- Vendor shall be responsible for replacing worn and lost uniforms attributable to laundry loss. The City will pay the vendor for loss of items in the employee's possession resulting from performance of his duties (does not include normal wear and tear).

- In the event that any employee using the uniform service is absent due to illness, for a period longer than one pay period, the City shall notify the vendor. The vendor shall not service the employee past the first pay period of his/her absence or charge for laundry service until notified of his/her return to work.

B. FLOOR MATS, TOWELS, MOPS, HAND SOAP AND AIR FRESHENERS

Various departments have requirements for floor mats, towels, mops, laundry bags and air fresheners. Vendor shall have (15) days from the effective date of the contract to supply all items under the contract.

1. Pricing. The charge for rental/cleaning of all floor mats, towels, and mops shall be inclusive of all charges such as taxes, delivery, environmental assessments, fuel surcharges, etc.

2. Samples. A bidder must provide samples of floor mats, towels, and mops, as they propose to deliver, to the City's Public Works Department five (5) days after notification as apparent low bidder and before actual award of contract is made. All samples may be picked up at the Utilities and Engineering Corporation Yard, 900 S. 10th Ave, Hanford, CA after the award of contract.

3. Floor Mats. Various types and sizes of floor mats shall be provided. Floor mats are to be delivered **every two weeks**.

    - Dark Gray Mat 4' X 6'
    - Dark Gray Mat 3' X 10'
    - Dark Gray Mat 3' X 4'

4. Towels. Various types of towels shall be provided. Towels are to be delivered **every two weeks**.

    - Towel, Bath – Yellow Terry Cloth *(Grade B)*
    - Towel, Shop – Red 18" X 18"
    - Shop Towel Container

5. Mops. Dust mops and wet mops shall be provided. In addition, the mop tool shall be provided. Mops shall be delivered **every two weeks** unless otherwise arranged with the department.

- Dust Mop, Treated 24"
- Wet Mop

V. BID SUBMITTAL AND CONFIDENTIALITY

1. Bid Submittal. Bids shall be submitted electronically. See section III above for Bidnet electronic upload instructions. Bids shall be due on **FEBRUARY 15, 2023 at 2:00 p.m.** The name of each Bidder and the amount of each Bid shall be open to public inspection on the City's Bidnet Proposal and Bid website. Award and other Bid information will not be available for public review during the evaluation phase.

2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

   After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA and will identify the basis for exemption. Any information contained in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VI. AWARD

1. Most Responsive, Responsible Bidder. A Contract (substantially similar to that attached hereto as Exhibit "C" with Attachment 1) shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

VII. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Hanford Public Works Department in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and

2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.

3. The City's Public Works Department shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.

VIII. SPECIAL CONDITIONS

1. Project Administrative Issues

   a. Project. The successful Bidder shall be responsible for providing all materials, labor, equipment and services necessary to fulfill the requirements of this RFB. It is the intent of this RFB and related agreement to describe a functionally complete project.

   b. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Public Works Director or Authorized Representative shall be and is hereby authorized to make such changes, in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost.

   Changes shall not invalidate the contract, and the Contractor agrees to accept payment for such changes as if the altered work had been a part of the original contract.

   Additional services shall be covered by supplemental agreement that is subject to City approval. If the City and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the City reserves the right to make other arrangements for its completion, which will not constitute a breach of the City-Vendor contract.

   c. Omitted Items. The City's Public Works Director or his designated representative is authorized to omit minor contract items. Major items must be omitted by supplemental agreement. The distinction between major and minor items shall be determined by the Public Works Director in his reasonable judgement.

   d. Extra Work. Contractor is prohibited from providing additional services or material unless authorized in writing by the Public Works Director or his designated representative.

2. Legal Responsibilities.

   a. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to the services and material that it provides. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out its services. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

b. Firearms Prohibited: Guns may not be carried by a contractor, vendor, consultant, or their respective employees while on City of Hanford premises without the express written approval of a City of Hanford Department Head, or an exemption is contained in the contract. If a contractor, vendor, consultant, or their respective employees is/are caught carrying a gun on City of Hanford premises without permission, the contract will be terminated.

IX. GENERAL CONDITIONS

1. It is the policy of the City to provide equal opportunity to all candidates when selecting a contract to provide services. Bidders are expected to be equal opportunity employers.

   The City hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a Bid in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender or religion in any consideration leading to the award of contract.

   No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

   Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

2. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.

3. Bids must be submitted and uploaded electronically on or before the Closing Date, especially by the bid due time. Electronic upload will stop and not be available at deadline time stated on RFB. Any Bids will not be allowed to upload after the Closing Date on City Bidnet website.

4. Bids may be withdrawn prior to the Bid Closing Date by writing to the Public Works Department.

5. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.

6. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.

7. All Bids are the property of the City after submission.

8. City is not responsible for Bid errors and omissions.

9. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.

10. A written amendment or addenda issued by City's Public Works Department is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Public Works Department prior to submitting a Bid to determine if any amendments were made to the RFB.

11. Any contract resulting from the RFB will be administered by the City's Public Works Department.

12. Prior to conducting business in the City, a business license must be obtained from the City. Call 559-585-2512 for more information.

13. Bidder shall provide insurance as required by law and as indicated in the proposed contract.

14. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.

15. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.

16. Pursuant to Hanford Municipal Code **Section 2.48.070** (see Item II. Introduction), all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal.

17. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.

18. Each Bidder, will be required to submit Certifications, Affidavits, Assurances, Statements and Questionnaires which are attached in Exhibit "B".

19. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Hanford does not, expressly or impliedly agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

20. Bidders shall satisfy themselves by personal examination of the specifications, plans, other contract documents, and by any other means as they believe necessary, as to the actual conditions, requirements, and difficulties under which the services must be provided. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

21. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A-1"). Contractor may be required to submit Proposals on alternate items. The City reserves the right to award to the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.

22. No mention shall be made in the Proposal of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.

23. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm,

partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.

24. The City of Hanford is not liable for any costs incurred by Bidder in responding to this Request for Bid.

25. The annual contract resulting from this invitation to bid will be administered by the Public Works Department on behalf of the individual departments and divisions. The Public Works Department shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions or scope of the contract.

26. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for two (2) consecutive one-year periods. Contract shall be begin no later than 15 days from the receipt of annual contract.

27. All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

    It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Public Works Director or his designated representative within the thirty (30) calendar day period prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

    The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period. In no instance, however, shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

28. This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City

    If the Contractor shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

    Any assignment, subletting or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.

    Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

X. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit "C" with Attachment 1 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.

2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.

3. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to City's Public Works Department prior to commencement of work.

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

Steve Pendergrass

From: FEMA GO <no-reply@fema.dhs.gov>
Sent: Friday, February 24, 2023 4:01 AM
To: Erik Brotemarkle
Cc: Steve Pendergrass; Erik Brotemarkle
Subject: Award Notification (Application Number: EMW-2021-FG-04335)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Erik,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2021 Assistance to Firefighters Grants has been approved for award.

Please use the FEMA GO system at https://go.fema.gov to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at https://www.fema.gov/gmm-training-resources.

Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitled My Grants. In this section, please select the award acceptance link for EMW-2021-FG-04335 under Fiscal Year (FY) 2021 Assistance to Firefighters Grants. View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA GO Help Desk (1-877-585-3242). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

All recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FEMA Policy (FP) 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

Sincerely,

Grants Management Branch

Assistance to Firefighters Grants

Department of Homeland Security / FEMA

15.A.

AGENDA
STAFF REPORT

MEETING DATE: 3/7/2023	AGENDA SECTION: GENERAL BUSINESS

SUBJECT:
Presentation to Council for direction regarding the 2022 Staffing for Adequate Fire & Emergency Response Grants (SAFER) program, review of the proposal by the Hanford Fire Department to utilize potentially over $2 million in funding to hire more firefighters and reduce the overtime costs to the City's General Fund

RECOMMENDATION:

Recommendation: That the City Council receive the presentation from the Fire Department; provide appropriate direction to staff; and authorize the City Manager to execute an application and agreement (if awarded) for potentially over $2 million in funding from the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) for the hiring of six (6) firefighters. In addition, appropriate up to $51,000 in the General Fund ($8,500 per position) for recruitment and personal safety equipment for the Fire Department contingent upon grant award.

BACKGROUND:

The Fire Department is requesting permission to apply for the 2022 FEMA Staffing for Adequate Fire and Emergency Response (SAFER) grant program to fund an additional 6 firefighter positions for the Hanford Fire Department. If awarded, the funding would be used to hire an additional 6 firefighters to assist with coverage, but would NOT officially increase the staffing levels of the fire shifts. These positions would only be allocated for the life of the grant funding and would be used to cover overtime and backfill vacancies during the life of the grant.

Even with the Automatic and Mutual Aid Agreements, the department struggles to provide the recommended minimum staffing, under the National Fire Protection Association (NFPA), of 14-15 firefighters on the scene of a residential structure fire within recommended time standards. During periods of complete staffing, the Fire Department currently has 10 personnel available, and can achieve the recommended minimum by adding an additional 6, for a total of 16, through the existing Aid Agreement with Kings County Fire Department.

Since the Council-approved reorganization in 2020, the department has continued to improve coverage, but those improvements have come with an increased cost in overtime. If awarded, the 6 firefighters would be placed at stations 1 and 2, on each shift. Our current minimum staffing for the department is 10 personnel; 1 Battalion Chief, 3 Captains, 3 Engineers, and 3 Firefighters. With this grant, minimum staffing would remain the same. Those firefighters would reduce overtime costs to nearly zero for routine station staffing, at no (salary or benefit) costs to the City for the 3-year life of the grant.

The SAFER grant pays exact expenses for the first 3 years of the firefighter's employment, including salaries and benefits. The first year of the grant is estimated to pay approximately $696,000; the second year would cover approximately $716,000; and the third year approximately $736,000 (see chart below). These numbers may adjust based on salary increases and possible employee separations. The grant does not cover the cost of the Personal Protection Equipment (PPE) or recruiting costs, which would total approximately $8,500 per firefighter.

Not counting sick leave, the average firefighter takes 8 days of vacation per year. We estimate 240 days of annual vacation need to be filled throughout the department, or 80 days per shift. For FY22, the fire department paid over $600,000 in overtime, which did include vacancies and industrial leave. This fiscal year the department is estimated to exceed $1 million in overtime. The fire department is at constant staffing, meaning that 1 vacancy equals 1 overtime. Personnel at all ranks can work in any vacancy, except Battalion Chief. With the awarding of this grant, daily staffing would rise to 12, but minimal staffing will remain at 10 personnel. This means that it would take 3 vacancies to create 1 overtime, nearly eliminating the overtime costs in the department. Fire personnel are capable of working up to the next rank, allowing these firefighters to fill in vacancies without training concerns. For example: if a captain were to take a day off, the engineer can work up into the captain position and the firefighter can move up to the engineer position.

At the completion of the grant cycle, the department would return to the current staff levels. If, at that time, Council wished to maintain the 6 additional firefighter positions, the City would incur a cost of approximately $780,000 per year, which the City cannot currently afford to fund within the General Fund. Additional funding would need to be identified for the Fire Department at that time. Over the course of the next 3 years, it is recommended that the positions be dissolved through natural attrition. It can be anticipated that there will be 4-6 vacancies over that timeline.

Acceptance of this grant (if awarded) does not obligate the City to retain the additional 6 firefighters in perpetuity. This grant would allow the City time to see if this will help with the burden on existing staff and potentially lead to budgetary savings with reduced OT, while maintaining adequate staffing covered by this federal grant funding.

FISCAL IMPACT:

Approximately $51,000 in up front expenses, at $8,500 per firefighter for safety gear and recruitment. This would need to be appropriated within the Fire Department budget in the General Fund contingent upon grant award. Staff anticipates that the Department's overtime expenditures will be substantially reduced due to having less vacancies that could lead to over $100,000 (minimum) reduction in overtime that otherwise would be incurred.

ATTACHMENTS:

1. fema_afg-safer-2022-nofo (1)

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at: Unique Entity Identifier Update | GSA.

Grants.gov registration information can be found at: https://www.grants.gov/web/grants/register.html. Detailed information regarding UEI and SAM is also provided in Section D of this NOFO.

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
97.083

3. Assistance Listings Title
Staffing for Adequate Fire and Emergency Response (SAFER) Grant

4. Funding Opportunity Title
Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

5. Funding Opportunity Number
DHS-22-GPD-083-00-99

6. Authorizing Authority for Program
Section 34 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229a)

7. Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)

8. Announcement Type
Initial

9. Program Category
Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. *Overview*
The Fiscal Year (FY) 2022 Staffing for Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately $5.2 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), to rehire laid off firefighters, or to retain firefighters facing layoff, as

well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The SAFER Program is 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 SAFER Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- 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 a SAFER 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 SAFER 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 objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and ensure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

c. *Priorities*

Information on program priorities and objectives for the FY 2022 SAFER Program can be found in Appendix B – Programmatic Information and Priorities of this NOFO.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER 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 of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percent of "majority career" SAFER Program recipients' structural fire responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards
- Percent of "majority volunteer" SAFER Program recipients' structural fire responses that complied with NFPA 1720 structural response standards
- Percent of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

B. Federal Award Information

1. Available Funding for the NOFO: **$360,000,000**

2. Projected Number of Awards: **300**

3. Period of Performance: **12–48 months**

- **Hiring of Firefighters (Hiring) Activity**: The period of performance for applications funded under the Hiring Activity will be 36 months.
- **Recruitment and Retention (R&R) Activity**: The period of performance for applications funded under the R&R Activity will be 12, 24, 36, or 48 months.

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

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

4. Projected Period of Performance Start Date(s): **06/02/2023 (will vary based on award date and activity type)**

5. Projected Period of Performance End Date(s): **05/31/2024, 05/31/2025, 05/31/2026 or 05/31/2027 (will vary based on award date and activity type)**

6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

a. ***Hiring Activity***

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,[1] 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.

b. ***R&R Activity***

Volunteer and combination 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, 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. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the R&R Activity.

Information on ineligible applications and/or organizations is in Appendix B – Programmatic Information and Priorities of this NOFO.

2. Applicant Eligibility Criteria

a. Hiring Activity: The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff. National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.

b. R&R Activity: The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.

Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO.

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***

[1] 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).

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.***

3. Other Eligibility Criteria

National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2022 SAFER 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)

There is no MOE or minimum budget requirement for the FY 2022 SAFER Program.

5. Cost Share or Match

There is no cost share or match or position cost limit for the FY 2022 SAFER 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 applicants.

6. Economic Hardship Waivers

Because there is no minimum budget requirement, cost share requirement, or position cost limit, an economic hardship waiver process is not necessary for the FY 2022 SAFER Program.

D. <u>Application and Submission Information</u>

1. Key Dates and Times

a. ***Application Start Date:*** **February 13, 2023 at 8 a.m. ET**

b. ***Application Submission Deadline:*** **March 17, 2023 at 5 p.m. ET**

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

FEMA's Grants Outcomes (FEMA GO) system 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 role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

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

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

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at FEMAGO@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m. – 6 p.m. ET.

For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the SAFER Program Help Desk by phone at (866) 274-0960 or by email at FireGrants@fema.dhs.gov, Monday through Friday, 8 a.m. – 4:30 p.m. ET.

c. ***Anticipated Funding Selection Date:*** **No later than 9/30/2023**

d. ***Anticipated Award Date:*** Beginning on approximately 06/02/2023 and continuing thereafter until all FY 2022 SAFER Program grant awards are issued (but no later than 09/30/2023).

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	Four weeks 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. **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 a 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. See the FEMA GO Startup Guide for step-by-step instructions.
   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.

5. 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.

6. 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 System for Award Management (SAM) registration, and Grants.gov 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: https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. ***Create a login.gov account:***
Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

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

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

e. ***Register with SAM:***
All 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.

For more detailed instructions for registering with SAM, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

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 last three years, if applicable.

I. **ADDITIONAL SAM REMINDERS**

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

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

II. **HELP WITH SAM**

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

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

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

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

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

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

7. **Submitting the Final Application**

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D 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 of this NOFO.

8. 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 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 on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 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.

9. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

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

- **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 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.

10. 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. In order 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 working in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see Appendix B – Programmatic Information and Priorities, Section d. Restrictions on Uses of Award Funds for additional information on funding restrictions and allowable costs.

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 (fema.gov).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) 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;

(2) 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

(3) 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.govand 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 – Award Administration Information for further information regarding grant writer fees and the "Additional Information" section 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 SAFER 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 or estimates, without supporting justification or adequate documentation will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. No more than 3% of the federal share of SAFER Program funds awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A costs are not eligible under the Hiring Activity.

d. ***Indirect Facilities & Administrative (F&A) Costs***
Indirect costs are allowable only under R&R Activity for 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 FEMA Preparedness Officer for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FEMA Preparedness Officer for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable. Indirect costs are not allowable under the Hiring Activity.

e. ***Other Direct Costs***

- ***Construction***
  Construction costs are not eligible under the SAFER 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 – Programmatic Information and Priorities, Section 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.

E. <u>Application Review Information</u>

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Funding priorities and programmatic criteria for evaluating SAFER 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 SAFER 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 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 align with the program priorities for the activity. 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 System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process
SAFER 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 NOFO.

Applications with the highest pre-score rankings per activity 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, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process
The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B – Programmatic Information and Priorities 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 50% of the total application score under the Hiring Activity, and 30% of the total application score under the R&R Activity.

ii. 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 comprised of fire service

representatives recommended by the CDP. Peer reviewers will assess the merits of each application 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 their peers, and document the findings. A consensus is not required. The panel score is 50% of the total application score under the Hiring Activity, and 70% of the total application score under the R&R Activity.

iii. **Technical Evaluation Process (TEP)**
The highest scoring applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo a Technical Review by the FEMA Program Office prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. Once the TEP is complete, each application's cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B - Programmatic Information and Priorities of this NOFO.

3. Narrative Evaluation Criteria

The Narrative Statements of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score. **FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate.** Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

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 the SAFER program to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

a) Copies of official or certified documents demonstrating the claimed financial need;

b) Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
c) Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and SAFER Program grant purpose;
d) Additional information or evidence detailing the applicant's particular risks; and
e) 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 or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

***a. Hiring Activity* -** the panel score is 50% of the total application score.

i. **Project Description (30%):**
- Why does the department need the positions requested in this application?
- How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
- What unique and specific services will the requested positions provide to the fire department and community?
- How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

ii. **Impact on Daily Operations (30%):**
- How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
- How will that risk be unequivocally reduced if awarded?

iii. **Financial Need (30%):**
- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. **Cost Benefit (10%):**
- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

b. ***R&R Activity (Fire Departments)*** **-** the panel score is 70% of the total application score.

i. **Project Description (30%):**
- Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.
- Describe the particular problems and issues the department is experiencing in retaining current members.
- Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.
- Describe the unique and specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community.
- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.

ii. Impact on Daily Operations (30%):
- Describe with particularity and discreteness how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be unequivocally reduced if awarded funding.
- Explain the definitive impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance.

iii. Financial Need (30%):
- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application.

c. ***R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)*** **-** the panel score is 70% of the total application score.

i. **Project Description (30%):**

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.
- Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
- Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested.

ii. **Impact on Daily Operations (30%):**

- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- Explain how that risk will be reduced if awarded funding.
- Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application.

iii. **Financial Need (30%):**

- Provide an income versus expenses breakdown of the organization's current annual budget.
- Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.

- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

iv. **Cost Benefit (10%):**

- Describe the specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

F. Federal Award Administration Information

In addition to the language here, please see Appendix C - Award Administration Information in 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 calendar 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. Recipients may request additional time to accept the award if needed.

2. Administrative and National Policy Requirements

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

a. ***DHS Standard Terms and Conditions***
All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. The terms and conditions that 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 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 available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

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

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 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 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.

The GPD EHP screening form is located at FEMA Form. 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 Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov.

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.

SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the GPD Programmatic Environmental Assessment, such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include, but are not limited to:

- Building renovations such as removal of wall or installation of electrical or waterlines;
- Training/exercises in natural settings such as rope or swift water;
- Installing 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 Personal Protective Equipment (PPE).

d. *National Incident Management System (NIMS) Implementation*

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. However, any applicant who receives an FY 2022 SAFER 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.

e. *Federal Flood Risk Management Standard*

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.

f. Period of Performance Guidance

i. Hiring Activity

- The period of performance is 36 months for all grants awarded under this activity.
- A default 180-day recruitment period begins when FEMA approves an application for an award under this activity.
- The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date.
- If a recipient is able to hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In

these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

ii. R&R Activity

- The period of performance is 12, 24, 36, or 48 months for all grants awarded under this activity.
- A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance to maximize the funding's availability. However, the recipient can only expend funds within the period of performance.
- The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date.
- If a recipient is able to begin its recruitment or retention activities during the 90-dayrecruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early.

g. Difference between Application Request and Award

During the review process for a SAFER Program award, FEMA may have modified 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 differences under the approved scope of work section.

h. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2022 SAFER Program award with a turndown notification.

3. Reporting

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

a. ***Financial Reporting Requirements***

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

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. PROGRAMMATIC PERFORMANCE REPORT (PPR)

The recipient is responsible for completing and submitting a Programmatic Performance Report (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 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 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.
iv. 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 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 $10,000,000 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, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

4. **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. *Program Office Contact*

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

b. SAFER Program Application Guidance Documents

Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2022. For more details, please visit the SAFER Program website at https://www.fema.gov/grants/preparedness/firefighters/safer.

c. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID 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. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

d. ***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.

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
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, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. FEMA 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, also known as the Bipartisan Infrastructure Law, §§ 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 Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

After FEMA's General Applicability Public Interest waiver expires on January 1, 2023 (or is otherwise extended), 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. Additional information is found in Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001.

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:

1) Applying the domestic content procurement preference would be inconsistent with the public interest;
2) 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; or
3) 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.

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:

1) **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2) **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.
3) **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.

2. 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.

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.

3. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to 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). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

4. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Recipients should request extensions sparingly and only under exceptional circumstances. Approval is not guaranteed.

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 approved by FEMA.

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

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

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and are typically granted for no more than six-month period.

Prior to submitting the extension request, recipients should be current on payment requests and required reporting discussed in this NOFO.

5. 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.

6. 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.

7. **Procurement Integrity**

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

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

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

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

a. ***Important Changes to Procurement Standards in 2 C.F.R. Part 200***
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.13.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, 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 they have a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

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

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

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

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

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

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

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

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, 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 Preparedness Officer.

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 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.

8. Record Retention

a. *Record Retention Period*

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

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

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

b. *Types of Records to Retain*

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

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

- Cancelled checks

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

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; and,
- 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 III of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

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

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

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

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

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

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

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

Whole Community includes:

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

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

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

13. Appendix A – FY 2022 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2021 and FY 2022 to the SAFER Program. The FY 2022 SAFER Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Application Review Information
  - FEMA will only review SAFER applications that fall within the competitive range instead of reviewing every application.

- Under Additions to the Application:
  - The NFPA 1710 and 1720 standards concerning personnel deployment and response times to fires and medical emergencies were updated in the application tables to reflect NFPA 1710/1720 standards.

- Under R&R Activity – Eligible Costs:
  - Length of Service Award Program was moved to high priority.

14. Appendix B – Programmatic Information and Priorities

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

a. Ineligible Applications and/or Organizations

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2022 SAFER Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations

However, if two or more organizations share facilities and each submits an application in the same activity (e.g., Hiring of Firefighters), FEMA reserves the right to review and compare all of those program area applications to determine eligibility and review for potential overlap to avoid duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals;
- 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 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.
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams; and,
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.

- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
- If an applicant submits two or more applications for the same activity, both applications may be disqualified.
    - This is different from when where 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 costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

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

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 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).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen's compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

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, on a per event basis, or paid on-call, to be a combination fire department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Formal Layoff Notice is official notice of a layoff. Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the jurisdiction taking action (e.g., 60 days prior to the effective date of the layoff action). The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50% of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50% of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

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, 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).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and/or federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations; and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20% of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20% threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20% of that salary.

Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of- pocket expenses they incur.

If a stipend paid exceeds 20% of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs and/or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50% of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this

SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent position that must be accounted for in the staffing information provided in the application.

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.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

c. ***Application Tips***

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

i. 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 http://www.nfpa.org/freeaccess.

ii. For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.

iii. Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.

iv. When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served, and must provide detailed information regarding the items or activities for which they are seeking funding.
v. If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

d. *Funding Limitations*

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10% of the funding appropriated for FY 2022 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
  - No more than 33% of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).
- A total of 10% of funding appropriated for FY 2022 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
  - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), in order to meet this 10% statutory set aside the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
  - If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

e. *Restrictions on Uses of Award Funds*

- Under the R&R Activity, applications that request a Staffing Needs Assessment and/or Risk Assessment project are precluded from applying for additional R&R-related activities.

- Applicants may not use award funds for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings.
- Applicants may not use federal funds to sue the Federal Government or any other government entity.

f. ***Funding Priorities***

Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime). FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds.

Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

g. ***Hiring Activity Overview***

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance in three categories:

i. Rehire: Rehiring firefighters who were laid off within the two years prior to the start of the application period;
ii. Retention: Retaining firefighters facing imminent layoff (within 120 days of the close of the application period); or,
iii. New Hire: Hire new, additional firefighters.

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

1. **Compliance with NFPA Standards**
   The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in subsection f. Funding Priorities - Meeting the National Standards of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	M Half of the time or 40-59%
H Rarely or 1-19%	L Very often or 60-79%
M Sometimes or 20-39%	L Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 91-100%	M Half of the time or 40-59%
H Most of the time or 80-90%	L Sometimes or 20-39%
M Very often or 60-79%	L Rarely or 0-19%

2. **Call Volume and Population Served**
   Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

3. **Firefighter Health Measures**
   The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly hired firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members.

   Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

4. **Training Requirements**
   Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

h. R&R Activity – Fire Departments Overview

Grants awarded under the R&R Activity - Fire Departments assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (H), Medium (M), or Low (L).

1. **Compliance with NFPA Standards**
   The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standard 1710 or 1720 as discussed in subsection f. Funding Priorities - Meeting the National Standards of this NOFO.

2. **Volunteer Membership**
   Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

3. **Call Volume**
   Department call volume is a factor in the initial evaluation. Departments responding to a

higher number of incidents receive higher consideration.

4. **Firefighter Health Measures**
   Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members. Applicants who provide worker's compensation/ Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

   Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

5. **Firefighter Training and Certification Requirements**

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	M FF I
H FF II	L First Responder
M Both FF I/EMT	

6. **R&R Coordinator/Program Manager/Grant Administrator**

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, or are not requesting, a coordinator, program manager, or grant administrator

7. Regional Requests

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the R&R Activity may also apply for funding under the SAFER Program as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

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.

All participants of a regional application must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER 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 SAFER Program Office of their specific deficiency.

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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 participating in the award. 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 SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application**.

i. **R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations (Interest Organizations) Overview** Grants awarded under the R&R Activity – Interest Organizations allows applicants who identify as an Interest Organization to apply for R&R Activity funding. The grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30% of the total application score.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (H), Medium (M), or Low (L).

1. **Compliance with NFPA Standards**
   The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in subsection f. Funding Priorities - Meeting the National Standards of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefitting from the grant funds receive higher consideration for funding.

2. **R&R Coordinator/Program Manager/Grant Administrator**

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator

3. **Needs Assessment**

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

4. **Fire Service Partnerships**

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, nor establish, fire service partnerships as part of this project

j. ***Eligible and Ineligible Costs and Requirements***

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with Section E – Application Review Information of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements
Eligible Costs: • Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B – Programmatic Information and Priorities, subsection b. Supporting Definitions for this NOFO. • Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, in order to comply with

FLSA, are eligible. For more information on FLSA, please visit the U.S. Department of Labor.

- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (**New Hire category**) or rehired (**Rehire category)** after the SAFER Program grant offer of award (except if awarded under the Retention category) are eligible for grant funding.
- Only full-time positions are eligible for funding in all three categories. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, in all three categories, whose primary assignment (more than half the time) is on a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Eligible positions for funding under the **Rehire category** must have been laid off in the two years prior to the start of the application period on ***February 13, 2023.** Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Firefighters who have been issued a formal layoff notice, which includes a specific date for the layoff action, prior to the start of the application period, and those who face imminent layoff – within 120 days of the close of the application period – are eligible for SAFER Program funding under the **Retention category**. As the application period closes on ***March 17, 2023**, the layoffs must become effective on or before ***July 15, 2023**. Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Eligible positions under the **Retention category** must be employees of the department at the time the application is submitted. **Note:** if a retention position becomes vacant after the application is submitted, departments must fill the vacancy with a new hire in order to maintain the operational staffing level.
- A layoff notice that is not executed within the specified terms will be considered void (unless an additional notice is provided within 14 days of the original action date) and will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.
- Any layoff action not executed in accordance with the terms of the official layoff notice, or which does not meet the above requirements will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.

Hiring Activity - Ineligible Costs
• The salaries and benefits of full-time firefighters who are employees at the time of grant award (except under the Retention category) are ineligible to be funded under this grant. • Job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible. • The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position). • Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/ medical exams, background checks), and indirect costs associated with hiring firefighters are ineligible. • Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training). • Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., that are not contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll are ineligible. • Costs of annual physicals/medical exams are ineligible. • Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in “eligible costs” above). • M&A costs. • Indirect costs.

R&R Activity – Eligibility Requirements
• Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA. • Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department. • SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response. • FEMA recommends that departments consult their AHJ or the department’s legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]/Retirement Program). • All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on all contracts and agreements may not begin prior to or extend beyond the period of

R&R Activity – Eligibility Requirements
performance of the grant. FEMA may permit prorated costs to be charged to the grant for training courses that begin during the period of performance but end after the period of performance ends. • All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs prior to, or after being awarded.

R&R Activity – Eligible Costs: High Priority

• Costs to support a staffing needs assessment identifying the operational staff and support that are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.).
    o **Note**: If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
• Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). **Note**: computers for these positions are low priority items.
• Marketing Program to recruit new volunteer firefighters, such as:
    o Media advertising (e.g., television, radio, social media);
    o Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and,
    o LED/electronic sign. **Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities – additional restrictions apply (for details see Section F - Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO).
    o **Note**: If requesting funds to recruit new members, a marketing plan must be in place or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources.
• New Member Costs. Only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers/cadets) 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 Roadmap | FSTAR (fstaresearch.org).
    o **Note**: annual physicals are only eligible if the applicant is also requesting grant funds to provide NFPA 1582 entry-level physicals for new recruits; annual

R&R Activity – Eligible Costs: High Priority

physicals are only eligible for the same new recruits. Physicals or annual exams for any other members are not eligible.
  - Only actual costs for physicals are allowed and will be paid on a reimbursable basis. To receive reimbursement, recipients must provide invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the cost for physicals.
• New recruit basic training that is not covered under a department's normal operating budget, and as required by the AHJ to meet minimum firefighter certification (e.g., cardiopulmonary resuscitation [CPR], First Responder, EMT, FF1, FF2).
  - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training is also eligible.
  - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
• Leadership/career development training when used as a retention incentive that is not covered under a department's normal operating budget.
  - Reimbursement to members for lost wages, mileage/transportation, lodging and/or meals while attending leadership/career development training or conferences are also eligible.
  - **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
  - Courses must provide Continuing Education Units (CEU) or certificates of completion to be eligible. To receive reimbursement, recipients must provide documentation of the CEUs or the certificates of completion.
• Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
  - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible.
  - **Note**: costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
• Tuition assistance for higher education (including books, lab fees and student fees).
  - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements.
  - Courses are not limited to firefighter training or education.
  - Only tuition payments for classes offered and taken during the period of performance are allowable.
  - Computers for individual students are not eligible for funding.
  - Payments for student loans are not eligible for funding.
  - Allowable costs may be limited to reasonable amounts, as determined by FEMA.

R&R Activity – Eligible Costs: High Priority
◦ Actual costs will be paid on a reimbursable basis. To receive reimbursement, students must successfully complete all classes. • PPE/Turnout Gear. ◦ PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as "fit for duty." PPE purchased with SAFER Program funding must be utilized by adequately trained staff. ◦ Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at http://www.nfpa.org/freeaccess. ◦ Only actual costs for PPE are allowed and will be paid on a reimbursable basis. ◦ Allowable costs may be limited to reasonable amounts, as determined by FEMA. ◦ To receive reimbursement, recipients must provide the following documentation to support the purchase of PPE: • Invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE. • Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as "fit for duty." ◦ Eligible PPE Expenditures: • Only one set of PPE for structural or wildland firefighting per each new recruit. • The SAFER Program considers a complete set of structural PPE to be comprised of one self-contained breathing apparatus (SCBA) mask/face piece, 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 those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set. • The SAFER Program considers a complete set of wildland PPE to be comprised of 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, one web gear, one backpack, and one canteen/hydration system. • American National Standards Institute-approved retro-reflective highway apparel. • PPE gear bags . • LOSAP or Retirement Program: ◦ New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program).

R&R Activity – Eligible Costs: High Priority
o Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program). **Note**: FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant.

R&R Activity – Eligible Costs: Medium Priority

- Nominal stipends, as defined under Appendix B – Programmatic Information and Priorities, subsection b. Supporting Definitions for this NOFO, for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, and/or responding to incidents.
    - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
    - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
    - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
    - Only actual costs for stipends are allowed and will be paid on a reimbursable basis.
    - Allowable costs may be limited to reasonable amounts as determined by FEMA.
    - To receive reimbursement, recipients must provide the following documentation to support the stipends:
        - Documentation to show what the department would pay to hire a full-time firefighter to perform the services for which the stipend is provided (e.g., current salary/benefit package from human resources department, data from the U.S. Department of Labor's Bureau of Labor Statistics).
        - Copies of run reports, staffing reports, etc.
- Costs to support explorer/cadet, and mentoring programs, such as:
    - Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department's documented uniform policy.
    - Training (Non-Immediate Danger to Life and Health [IDLH]).
    - One set of structural or wildland PPE as defined above for each new cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.

R&R Activity – Eligible Costs: Medium Priority
◦ One introductory physical exam per each newly recruited explorer/cadet. • Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life). • Exercise equipment and gym memberships are limited to no more than $10,000 total per grant award.

R&R Activity – Eligible Costs: Low Priority

• New Member Costs. Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots) for new firefighters that join the department after the date of grant award, per the department's documented uniform policy.
  ◦ **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
• Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and/or retention goals.
  ◦ Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending advanced training are also eligible.
  ◦ **Note**: costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
• Single computer (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator.
• Awards/Incentive program for participation in operational (firefighting) activities, such as operational training and/or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing).
  ◦ Non-uniform clothing (limited to a shirt, a jacket, or a pullover) as part of an award program only.
    ▪ **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
  ◦ Gift Cards: a logbook for the purchase and issuance of gift cards is required. The logbook should include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.
• LED/electronic sign when it is not included as part of a comprehensive marketing program.
• Fire service association membership fees.
• Projector and/or screen to support classroom training.
• Payments for housing or rent for volunteers at or near the fire station.
• Other costs associated with new recruits (background checks, aptitude tests, etc.).

R&R Activity – Eligible Costs: Low Priority

• Station modifications/remodeling/renovation of existing facilities.
  ○ Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must correlate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed $10,000 total per grant award.
  ○ Remodeling/renovations may not change the footprint or profile of the building.
  ○ Any request for modifications to facilities may require EHP review (for details see Environmental Planning and Historic Preservation (EHP) Compliance section of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
  ○ Written approval must be provided by FEMA prior to the use of any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs
• M&A costs up to three percent of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. • Indirect costs for national, state, local, or federally recognized tribal volunteer firefighter interest organizations that are expended pursuant to Section D: Application and Submission Information. • Up to $1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid between 90 days prior to the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fee. • Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs
This list is not exhaustive: • Salary and benefits for firefighters. • Retroactive payments or recognition for operational services rendered prior to the grant award. • Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fees. • Fire suppression equipment. • Vehicles. • Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators). • Supplies, expendables, or "onetime" use items such as foam, fuel/propane, breaching materials (e.g., wood, sheetrock). • Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices. • Communication equipment including cell phones, pagers, portable radios or Computer-Aided Dispatch systems. • Video cameras/recording equipment. • Photographs/photographer unless part of a marketing contract for recruitment of new members. • Intruder alerting systems and deployment notification systems. • Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters). • Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events). • Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques, trophies) is eligible. • Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs). • Costs for training currently covered under the department's operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training). • Services at a member's personal residence (e.g., internet access, plowing of driveways). • Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment. • "Giveaways" for recruitment events, such as pencils, pens, t-shirts, cups, mugs or balloons. • Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800). • Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.

R&R Activity – Ineligible Costs

• Medical exams for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.
• Payments for student loans.
• Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
• Station internet access/user fees and equipment to install internet (such as routers).
• Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.
• Computers in common areas or individual computers for training/education.
• Copiers/printers.
• Incentives for career firefighters within the recipient's fire department.
• Ineligible explorer/cadet/mentoring program expenditures:
    o SCBAs, including masks/face pieces.
    o Anything involving the IDLH atmosphere.
    o Any activities precluded by the AHJ.
• Ineligible PPE expenditures:
    o Three-quarter length rubber boots.
    o SCBAs (not including SCBA masks/face pieces).
    o PASS Devices.
    o Spare cylinders.
    o Bomb disposal suits.
    o PPE for hazardous materials and other specialized incidents.
    o More than one set of PPE per newly recruited member (within the period of performance).
• PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER 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. 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 "Grant 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 this NOFO and up to 30 calendar 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.

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 prior to submitting the application.

c. Maintenance and Sustainment

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 SAFER 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.

d. 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 SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the "Grant 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 SAFER Program acquisition activity are not chargeable to any SAFER Program 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 http://www.fcc.gov.*

e. Excess Funds

After completing the initial project(s) proposed 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 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. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred, and all goods and services must be delivered or completed within the period of performance in order to be allowable.

f. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER 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, 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 cancelled 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 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 all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment/drawdown requests. EHP review requirements 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 rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

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 SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as payroll records, timecards, contracts, invoices, purchase orders, proof of payment (e.g., cancelled checks, bank statements, electronic funds transfers) to support the costs associated with each 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 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. 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 SAFER 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; and,
- 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 SAFER Program goals and objectives.

Note: a recipient may deobligate (e.g., return) unused funds (e.g., 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 (e.g., 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 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

g. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of SAFER 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 a SAFER Program 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 the SAFER Help Desk prior to the disposition of SAFER Program-funded equipment.

h. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions to ensure that the SAFER Program-funded firefighters are new employees (except under the retention category).

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER Program-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements. Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.

Council Future Agenda Items				
Originated Date	**Item**	**Originator**	**Staff Lead**	**Date Estimate**
11/29/2022	Discussion regarding the 2023 State Legislative Platform	City Manager	Mario Cifuentez	3/21/2022
12/20/2022	Presentation to City Council regarding Youth Sports Activities and related field usage and level of services provided after the formation of the Field Sports Advisory Committee	Council Consensus	Brad Albert	4/4/2023
1/9/2023	Recommendation to Council for selection of Design Firm for the Downtown Improvement Project	City Manager	Jason Waters	4/18/2023
2/7/2023	Discussion regarding Title 12 “Streets, Sidewalks and Public Places” of the City’s Municipal code and Uses and Obligations of property owners within the City’s Right of Way	Council Consensus	Jason Waters	3/21/2023