

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/07/26

Resolution Ordinance

Contact/Prepared By: Michael Armistead

Date Prepared: 06/04/26

Title (Caption): 2025 Assistance to Firefighters Grant (EMW-2025-FG-03258) Application

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: Fire Requested By: Chief William Swann

Affected Department(s): Fire Affected Council District(s): All

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input checked="" type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

<p>FINANCE Amount +/-: \$ <u>\$ 5,175,000.00</u></p> <p>Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources</p>	<p>Match: \$ <u>\$ 517,500.00</u></p> <p>Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____</p>
<p>Approved by OMB: <u>Aaron Pratt</u></p> <p>Approved by Finance/Accounts: _____ EJ</p> <p>Approved by Div Grants Coordination: <u>Juanita Paulsen</u></p>	<p>Date to Finance Director's Office: _____</p> <p>APPROVED BY</p> <p>FINANCE DIRECTOR'S OFFICE: _____</p>

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

GRANT APPLICATION SUMMARY SHEET

Grant Name: FFY 2025 Assistance to Firefighters Grant (EMW-2025-FG-03258)

Department: FIRE DEPARTMENT

Grantor: U.S. DEPARTMENT OF HOMELAND SECURITY

Pass-Through Grantor (If applicable):

Total Applied For \$5,175,000.00

Metro Cash Match: \$517,500.00

Department Contact: Michael Armistead
862-5486

Status: NEW

Program Description:

The Nashville Fire Department (NFD) is requesting funding to purchase and implement two Tersus CO₂ Cleaning Machine's to enhance the decontamination, cleaning, and maintenance of firefighter personal protective equipment (PPE). This project will improve firefighter health and safety being OSHA compliant, reduce exposure to carcinogens and hazardous substances, extend the service life of PPE, and increase operational readiness. NFD is also requesting funding to replace aging structural firefighting personal protective equipment (PPE), specifically turnout coats and pants, for frontline personnel operating in one of the nation's busiest all-hazards fire departments.

Plan for continuation of services upon grant expiration:

Continuing costs will be handled through operating and 4% allocations.

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

Jennifer Reed/mjw 6/8/2026 | 2:51 PM CDT
Director of Finance **Date**

Abby Greer 6/8/2026 | 3:31 PM CDT
Metropolitan Attorney **Date**

AP EJ
APPROVED AS TO RISK AND INSURANCE:

Balagun Cobb 6/8/2026 | 3:11 PM CDT
Director of Risk Management **Date**
Services

Freddie O'Connell:mt 6/8/2026 | 8:32 PM CDT
Metropolitan Mayor **Date**
 (This application is contingent upon approval of the application by the Metropolitan Council.)

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
FIRE DEPARTMENT	032	Michael Armistead				862-5486	
Grant Name:		FFY 2025 Assistance to Firefighters Grant (EMW-2025-FG-03258)					
Grantor:		U.S. DEPARTMENT OF HOMELAND SECURITY				Other:	
Grant Period From:	08/31/26	<small>(applications only)</small> Anticipated Application Date:		06/22/26			
Grant Period To:	08/31/27	<small>(applications only)</small> Application Deadline:		06/22/26			
Funding Type:	FED DIRECT	Multi-Department Grant		<input type="checkbox"/>		If yes, list below.	
Pass-Thru:		Outside Consultant Project:		<input checked="" type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$5,175,000.00			
Status:	NEW	Metro Cash Match:		\$517,500.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically?		<input checked="" type="checkbox"/>			
<p>The Nashville Fire Department (NFD) is requesting funding to purchase and implement two Tersus CO Cleaning Machine's to enhance the decontamination, cleaning, and maintenance of firefighter personal protective equipment (PPE). This project will improve firefighter health and safety being OSHA compliant, reduce exposure to carcinogens and hazardous substances, extend the service life of PPE, and increase operational readiness. NFD is also requesting funding to replace aging structural firefighting personal protective equipment (PPE), specifically turnout coats and pants, for frontline personnel operating in one of the nation's busiest all-hazards fire departments.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Continuing costs will be handled through operating and 4% allocations.							
How is Match Determined?							
Fixed Amount of \$	\$0.00	or	10.0%	% of Grant	Other:	<input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?			Fund	10101	Business Unit	1032115210	
Is not budgeted?			Proposed Source of Match:				
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00	Actual number of positions added:		0.00		
Departmental Indirect Cost Rate		40.32%	Indirect Cost of Grant to Metro:		\$2,295,216.00		
*Indirect Costs allowed?		<input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	13.04%	Ind. Cost Requested from Grantor:	\$742,500.00	in budget
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?		<input type="checkbox"/>					
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY27	\$5,175,000.00			\$517,500.00	30003.10322		\$5,692,500.00	\$2,295,216.00	\$742,500.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$5,175,000.00	\$0.00	\$0.00	\$517,500.00		\$0.00	\$5,692,500.00	\$2,295,216.00	\$742,500.00
Date Awarded:			Tot. Awarded:			Contract#:				
<small>(or) Date Denied:</small>			Reason:							
<small>(or) Date Withdrawn:</small>			Reason:							



Resolution No. _____

A resolution approving an application for an Assistance to Firefighters Grant from the U.S. Department of Homeland Security, to the Metropolitan Government, acting by and through the Nashville Fire Department, for funding to purchase new equipment to enhance the decontamination, cleaning, and maintenance of firefighter personal protective equipment (PPE).

WHEREAS, the U.S. Department of Homeland Security is accepting applications for an Assistance to Firefighters Grant, with an award of \$5,175,000 and a required cash match of \$517,500; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the application for an Assistance to Firefighters Grant, with an award of \$5,175,000, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Nashville Fire Department is authorized to submit said application to the U.S. Department of Homeland Security.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

Jenneen Reed/mjr
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

Abby Greer
Assistant Metropolitan Attorney

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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1. Basic Information

A. Agency Name	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Resilience/Grant Programs Directorate (GPD).
B. NOFO Title	Fiscal Year (FY) 2025 Assistance to Firefighters Grant (AFG) Program
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-25-GPD-044-00-98
E. Assistance Listing Number	97.044
F. Expected Total Funding	\$291,600,000
G. Anticipated Number of Awards	1,800 awards
H. Expected Award Range	N/A
I. Projected Application Start Date	05/19/2026 8:00 a.m. Eastern Time (ET)
J. Projected Application End Date	06/22/2026 5:00 p.m. Eastern Time (ET)
K. Anticipated Funding Selection Date	No later than 09/30/2026
L. Anticipated Award Date	Beginning on approximately August 31, 2026, and continuing thereafter until all FY 2025 AFG Program grant awards are issued (but no later than September 30, 2026).

<p>M. Projected Period of Performance Start Date</p>	<p>Variable Start Date¹</p>
<p>N. Projected Period of Performance End Date</p>	<p>Variable End Date</p>
<p>O. Executive Summary</p>	<p>The AFG Program aims to deliver essential resources to equip and train emergency personnel to meet recognized standards. It provides funding to outfit responders with compliant personal protective equipment to enhance their safety during incident response, retrofit or modify facilities to address known health hazards, and acquire emergency response vehicles. Additionally, the program supports the development of health, wellness, and resiliency initiatives to prepare responders for incidents, improve operational efficiency, promote interoperability, and strengthen community resilience.</p>
<p>P. Agency Contact</p>	<p>a. Fire Grants Program Office Contact</p> <p>The Fire Grants Program Help Desk provides technical assistance to applicants for completing and submitting applications into FEMA Grants Outcomes (FEMA GO), answers questions about applicant eligibility, recipient responsibilities, and provides support for the programmatic administration of awards. The Fire Grants Program Help Desk can be contact at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m. ET.</p> <p>b. FEMA Grants News</p> <p>This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov OR (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.</p> <p>c. Grant Programs Directorate (GPD) Award Administration Division</p> <p>GPD’s Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov.</p>

¹ FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

	<p>d. FEMA Regional Offices FEMA Regional Offices also may provide fiscal support, including pre- and post-award administration and technical assistance. FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts.</p> <p>e. Civil Rights Consistent with Executive Order 14173, Ending Illegal Discrimination & Restoring Merit-Based Opportunity, the FEMA Integration and Coordination Division (ICD) is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at fema-ocr@fema.dhs.gov.</p> <p>f. Environmental Planning and Historic Preservation The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.</p> <p>g. Payment and Reporting System FEMA uses FEMA Grants Outcomes (FEMA GO) for financial reporting, invoicing, and tracking payments. The Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment is used for recipients. For any questions about the system, contact the FEMA GO helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.</p> <p>h. FEMA GO For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.</p>
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2. Eligibility

<p>A. Eligible Entities/Entity Types</p>	<p>Only the following entities or entity types are eligible to apply.</p> <p>a. Applicants The following entities or entity types located in the 50 United States, 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 tribal government or organization are eligible to apply. If you are unsure of</p>
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	<p>your entity, please see: https://www.ecfr.gov/current/title-44/part-152#p-152.1(b). See <i>Supporting Definitions</i> for this NOFO:</p> <ul style="list-style-type: none"> • Fire Departments: Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² three or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. • Nonaffiliated EMS organizations: Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² three or any federally recognized tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program: <ul style="list-style-type: none"> • Clinics; • Medical centers; • Medical colleges or universities; • Infirmaries; • Surgery centers; and • Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured. State Fire Training Academies: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana
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² 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).

	<p>Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico. Applicants must be designated either by legislation or by a governor’s declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.</p> <p>Non-federal airport and/or port authority fire or EMS organizations are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.</p> <p>b. Subapplicants</p> <p>Subapplicants and subawards are not allowed.</p> <p>Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including “staff American, stay in America” and security requirements.</p>
<p>B. Project Type Eligibility</p>	<p>Allowable Project Types</p> <ul style="list-style-type: none"> • Operations and Safety; • Vehicle Acquisition; and • Regional Projects.
<p>C. Requirements for Personnel, Partners, and Other Parties</p>	<p>An application submitted by an otherwise eligible non-federal entity (i.e. the applicant) may be deemed ineligible when the person that submitted the application is not 1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.</p> <p>Further, the individual who signs and submits an application must be assigned the role of Authorized Organization Representative (AOR) within the FEMA GO system. The AOR must be a duly authorized</p>

	<p>current employee, personnel, official, staff or leadership of the recipient and provide an email address unique to the recipient at the time of application. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.</p> <p>Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.</p> <p>Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statues, polices, and procedures including “staff American, stay in America” and security requirements.</p> <p>Subapplicants/subrecipients must submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with the both the names and addresses of the individuals. Resumes are subject to approval.</p>
<p>D. Maximum Number of Applications</p>	<p>The maximum number of applications that can be submitted by a single entity is three: one application for Operations and Safety, one application for Vehicle Acquisition, and one application as the host partner for a Regional Project.</p>
<p>E. Additional Restrictions</p>	<p>a. National Emergency Response Information System (NERIS) NERIS reporting is not required to apply for the AFG Program. However, fire departments receiving funding must agree to report to NFIRS or NERIS during the performance period. If unable to report at the time of the award, recipients must establish reporting capacity within 24 months and report for at least 12 months once capable. FEMA may request proof of compliance, and noncompliance during the performance period may result in remedies under 2 C.F.R. § 200.339. Nonaffiliated EMS organizations and SFTAs are exempt from NFIRS/NERIS reporting requirements.</p> <p>b. National Incident Management System (NIMS) AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2025 AFG Program award must achieve the level of NIMS compliance required by the Authority having Jurisdiction (AHJ) over the applicant’s emergency service operations (e.g., a local government) prior to the end of the grant’s period of performance.</p>

	<p>Applicants or recipients are required to certify their compliance with federal statutes, DHS directives, polices, and procedures.</p>
<p>F. References for Eligibility Factors within the NOFO</p>	<p>Please see the following references provided below:</p> <ol style="list-style-type: none"> 1. “Responsiveness Review Criteria” subsection 2. “Financial Integrity Criteria” subsection 3. “Supplemental Financial Integrity Criteria and Review” subsection 4. FEMA may request financial information such as Employer Identification Number (EIN) and bank information as part of the potential award selection. This will apply to everyone prospered, including subrecipients. 5. Appendix B – Programmatic Information and Priorities
<p>G. Cost Sharing Requirement</p>	<p>Applicants selected for this award must commit to an acceptable cost share agreement. Otherwise, they will not be funded. See Sections H and G for cost share requirements.</p>
<p>H. Cost Share Description, Type and Restrictions</p>	<p>Recipient cost sharing is required as described below pursuant to 15 U.S.C. § 2229(k)(1). Recipients shall make available non-federal funds as described below:</p> <ul style="list-style-type: none"> • 5 percent for jurisdictions serving a population of 20,000 residents or fewer, • 10 percent for jurisdictions serving a population of 20,000 up to 1 million residents, • 15 percent for jurisdictions serving a population of over 1 million residents. • For SFTAs, the cost share is based on the state's total population. For Regional applications, the cost share is based on the combined population of the primary response areas of the host and partner organizations outlined in a Memorandum of Understanding. <p>Types of Cost Share</p> <ol style="list-style-type: none"> i. Cash (Hard Match): Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional). ii. Trade-In Allowance/Credit: On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share

	<p>obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.</p> <p>In-kind (Soft Match): In-kind cost share is not allowable for the AFG Program.</p>
<p>I. Cost Sharing Calculation Example</p>	<p>The cost share calculator is located here: https://www.fema.gov/sites/default/files/documents/fema_gpd-fy23-afg-cost-share-calculator.pdf</p> <p>Total Allowable Costs ÷ Percentage Cost Share = Federal Share to be requested</p> <p>\$10,000 ÷ 1.05 (5%) = \$9,523.80 \$10,000 ÷ 1.10 (10%) = \$9,090.90 \$10,000 ÷ 1.15 (15%) = \$8,695.65</p>
<p>J. Required information for verifying Cost Share</p>	<p>Applicants must submit their plan for cost share within the Request Details (budget) section of the grant application.</p> <p><i>Maintenance of Effort</i></p> <p>Pursuant to <u>15 U.S.C. § 2229(k)(3)</u>, an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant’s aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two fiscal years before the fiscal year an AFG Program grant is awarded.</p> <p>In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award’s period of performance for activities that could be allowable costs under this NOFO at a level that is at least 80 percent or more of the average of what the applicant spent on such costs for those activities in FY 2023 and 2024. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.</p> <p>Applicants must provide budget information for the year they are applying, as well as the two preceding years. For FY25, that would include the yearly budgets for 2025, 2024, and 2023.</p>

3. Program Description

A. Background, Program Purpose, and Program History

The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs). The program aims to enhance the safety of firefighters and the public in relation to fire and fire-related hazards.

Since its inception, the AFG Program has awarded over \$9 billion to help equip and train emergency personnel to recognized standards, improve operational efficiency, foster interoperability, and support community resilience. The program has provided fire apparatuses, personal protective equipment, facility modifications, wellness and fitness activities, and other fire equipment to more than 8,000 unique recipients.

For information about program success stories, visit FEMA’s Assistance to Firefighters Grants page: <https://www.fema.gov/grants/preparedness/firefighters/assistance-grants>.

B. Goals and Objectives

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

Objectives: Provide critically needed resources to:

- Equip and train emergency personnel to recognized standards,
- Outfit responders with compliant personal protective equipment to increase responders’ physical protection against hazards during incident response,
- Retrofit or modify facilities to protect personnel from known health hazards,
- Acquire emergency response vehicles,
- Design and implement health, wellness, and resiliency programs that prepare responders for incident response,
- Enhance operational efficiencies, foster interoperability, and
- Support community resilience.

C. Program Rationale

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. By increasing the number of trained firefighters, the AFG Program improves deployment capabilities to respond to emergencies and provide adequate protection from fire and fire-related hazards. The AFG Program also aims to support the following objectives:

- Coordinate Federal Response to Incidents
- Strengthen National Resilience
- Enhance Training and Readiness of First Responders

Through these objectives, FEMA creates a 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. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

D. Federal Assistance Type
Grant

E. Performance Measures and Targets

Grant recipients must collect data to allow FEMA to measure performance of AFG Program grants. These metrics align with the program’s objectives and priorities. FEMA may request information throughout the period of performance. At closeout recipients must submit a final performance report with enough information to show they met the performance goals outlined in their award.

FEMA will assess performance by comparing the number of items, supplies, projects, and activities requested in its application with the number acquired and delivered by the end of the performance period. The following program metrics will be used:

- Percentage of active-duty members equipped with National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA)-compliant personal protective equipment (PPE) for each department that received AFG Program funding.
- Percentage of active-duty members who were equipped with NFPA and OSHA compliant equipment for each department that receives AFG Program funding.
- Number of fire vehicles successfully replaced per industry standards at each department funded to replace fire vehicles.
- Percentage of new active-duty members achieving Firefighter Training Levels I and II within one year of coming into service at each department funded for training.
- Percentage of the facility modifications required to comply with state, local, NFPA, or OSHA standards on housing and readiness posture that were successfully made for each department funded for facility modifications.
- Percentage of active-duty members meeting physical/mental readiness requirements through health programs at each department funded for wellness and fitness.

F. General Funding Requirements

Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Population of the jurisdiction served by the recipient	Maximum award in FY 2025	Statutory waiver available subject to extraordinary need?
100,000 or fewer	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available

500,001 – 1,000,000 people	No more than \$2.91 million	None available
1,000,001 – 2,500,000 people	No more than \$2.91 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$2.91million	Yes, but no more than \$9 million

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

Allocations and Restrictions of Available Grant Funds by Organization Type

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

Recipients may not use federal funds or any cost share funds for the following activities:

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

G. Indirect Costs (Facilities and Administrative Costs)

Indirect costs are NOT allowed.

H. Management and Administration (M&A) Costs

M&A costs are allowed.

M&A costs are allowed by Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4. M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring.

M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be considered for an award.

M&A are not overhead/operational costs but are necessary direct costs incurred in support of the federal award or because of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

I. Pre-Award Costs

The following pre-award costs are allowable:

1. Fees for Grant Writers (capped at \$1,500 of federal funds per application)

The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.

FEMA must provide written confirmation that the costs have been reviewed and determined the costs are justified, unavoidable, and consistent with the grant's scope of work.

Pre-award costs must comply with 2 C.F.R. § 200.458, ensuring they are necessary for the efficient and timely performance of the grant.

J. Beneficiary Eligibility

There are no program requirements to be an eligible beneficiary. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

K. Participant Eligibility

There are no program requirements to be an eligible participant. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

L. Authorizing Authority

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

M. Appropriation Authority

Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 § 1101.

N. Budget Period

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

O. Prohibition on Covered Equipment or Services

Recipients, sub-recipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which restrict the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services for more information.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers

Pre-applications, letters of intent, and whitepapers are not required nor encouraged to be eligible to apply.

B. Application Content and Format

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

Applications must include information regarding department and program-specific priorities, details demonstrating department eligibility, and four narratives: Financial Need, Project Description, Cost/Benefit, and Statement of Effect. Each narrative section has a limit of 4,000 characters, including spaces.

C. Application Components

All applicable forms are in the FEMA GO system and filled out as part of the application submission process. The forms below do not require separate upload. The following forms will be filled out during the application process in FEMA GO:

- 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

D. Program-Specific Required Documents and Information

For program specific updates and information please see Appendices A, B, and C.

E. Post-Application Requirements for Successful Applicants

Applicants likely to be funded may receive a request for additional information by email prior to award. Applicants must respond to the request to move forward with the grant review process.

5. Submission Requirements and Deadlines

A. Address to Request Application Package

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

Steps Required to Apply for an Award Under This Program and Submit an Application:

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

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their System for Award Management (SAM) account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>;
- 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.

Per 2 C.F.R. § 25.110(a)(2)(iv), 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. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the 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 a UEI number, EIN, and an active SAM registration.

Obtain a 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](#).

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an 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>.

Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and 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>.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. 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: [Register with SAM](#)

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

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

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see: [FEMA GO Startup Guide](#)

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

- Google Chrome;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information, and any program-specific information required. Standard Forms (SF) may be accessed in the Forms tab under the: [SF-424 Family | Grants.gov](#).

Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline

06/22/2026 05:00 PM Eastern Time

C. Pre-Application Requirements Deadline

Not applicable

D. Post-Application Requirements Deadline

Not applicable

E. Effects of Missing the Deadline

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

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

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact

An intergovernmental review may be required. Applicants must contact their state's [Single Point of Contact \(SPOC\)](#) to comply with the state's process under Executive Order 12372.

7. Application Review Information

A. Threshold Criteria

Automatic disqualification of the application will occur if any of the conditions and instructions are not followed in Appendix B of this Notice of Funding Opportunity.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
- However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229 (a), (c).
- Submitting multiple applications for the same equipment or activity (e.g., self-contained breathing apparatus [SCBA] under both Regional and Operations and Safety activities, or two applications for the same vehicle) may result in disqualification of both applications. This rule does not apply if an applicant is applying on behalf of multiple agencies (e.g., fire departments within the same county or city). In such cases, the applicant can request similar equipment, as long as the application clearly specifies the equipment and quantities for each agency. Multiple applications across regional and direct categories are allowed in this scenario.

B. Application Criteria

FEMA sets funding priorities and evaluation criteria for AFG Program applications based on recommendations from the Criteria Development Panel (CDP). Each year, FEMA brings together a panel of fire service professionals to establish these priorities and criteria. The panel provides input on funding priorities and helps develop the criteria used to award 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

CDP and Application Evaluation

CDP advises FEMA on creating or updating funding priorities and developing criteria for awarding grants. This Notice of Funding Opportunity (NOFO) reflects the CDP's recommendations regarding priorities, direction, and award criteria.

FEMA ranks all complete applications based on how well they align with the program priorities for the specific activity. Responses to the activity-specific questions in the application are used to determine each application's ranking relative to these priorities.

AFG Program applications go through a multi-phase review process:

- 1) Electronic Pre-Scoring
- 2) Peer Review
- 3) FEMA Internal Review

1. Electronic Pre-Scoring

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

2. Peer Review

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service personnel recommended by national fire organizations. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Peer reviewers will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score. Peer reviewers will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree, or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

3. FEMA Internal Review

Applications within the fundable range undergo a Technical Review by subject-matter experts and a FEMA Program Office review. The FEMA Program Office evaluates costs, quantities, feasibility, eligibility, and recipient responsibility before recommending awards. During TEP, Appendix B is used to address eligibility corrections, though this phase is not scored. Partial funding may be recommended based on assessment findings.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review

Before making an award expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. § 134, over the period of performance:

1. FEMA is required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection

All applications will be evaluated through the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP.

F. Merit Review Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process.

Narrative Evaluation Criteria

Narrative Statements are a key part of the application process and must provide clear, detailed, and specific information about the proposed activities for which funding is requested. Applicants

must explain how the proposed activities align with the Operations and Safety Activity or the Vehicle Acquisition Activity.

FEMA reviews applications for duplication, including narratives and statistical data. All elements of the Narrative Statements must be original, and all statistical data must be accurate. Applications with narratives that include substantial copying of sentences or paragraphs or inaccurate data that could mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will result in disqualification.

Peer review panelists will evaluate and score each project based on the narrative elements defined below. Each narrative section is limited to 4,000 characters, including spaces and punctuation

Financial Need

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

Applicants must explain their financial need, detailing budget constraints, failed attempts to secure other funding, and showing that the financial distress is beyond their control, in line with the AFG Program's intent.

Project Description and Budget

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

The Project Description and Budget statement should explain the project objectives, their connection to the budget, and risk analysis. Applicants should describe activities, align them with project objectives, their mission, and relevant requirements, and link expenses to operations, safety, and project goals.

Cost Benefit

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

Applicants should explain how they will address operational and personnel safety needs, focusing on cost effectiveness and asset sharing. The statement should detail how grant funding will maximize benefits, including reasonable costs like overhead and administrative expenses. Requests should align with the applicant's mission and show how funding will benefit their organization and personnel.

Statement of Effect on Operations

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

The Statement of Effect on Operations should explain how the funding will improve the organization's effectiveness, daily operations, and risk reduction. Applicants should detail how often and in what capacity the requested items will be used, their benefits to the community, and how they enhance the ability to save lives and property. Jurisdictions emphasizing fire risk reduction through code enforcement and mitigation strategies, including FEMA-approved plans, may receive higher consideration.

G. Final Selection

Technical Evaluation Process (TEP)

The highest scoring project(s) for both activities will be considered within the fundable range. Projects that are in the fundable range will undergo a Technical Review by the FEMA Program Office before 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. Additionally, FEMA will review whether the project duplicates other federally funded research or prevention activities. Once the TEP is complete, a final ranking of projects 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.

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. Requests may be recommended for partial funding based on findings made during this assessment.

In awarding grants, the FEMA Administrator is required to consider:

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

8. Award Notices

A. Notice of Award

The Authorized Organization Representative (AOR) must carefully review the federal award package before accepting the award. The package includes instructions for administering the award as well as the terms and conditions.

By submitting an application, applicants agree to comply with the requirements outlined in this NOFO and adhere to the terms and conditions of the federal award if selected.

FEMA will provide the federal award package electronically via FEMA GO. The package includes an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. A notification email with the award package will be sent to the submitting AOR through the grant application system.

Recipients must accept their awards no later than 30 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

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

During the review process, FEMA may have modified the application request(s). Any modifications will be detailed in the award package provided with the offer of an award. If the awarded activities, scope of work, or funding amounts differ from the original application, the recipient is only responsible for completing the activities funded by FEMA. The recipient is not obligated to start, modify, or complete any activities that were requested but not funded. The award package will outline any changes in the approved scope of work section.

B. Pass-Through Requirements

None

C. Note Regarding Pre-Award Costs

Even if pre-award costs are allowed, beginning performance is at the applicant's risk.

D. Obligation of Funds

The grant funds are obligated in accordance with applicable laws, and no later than upon award.

E. Notification to Unsuccessful Applicants

FEMA will provide all applicants who do not receive a FY 2025 AFG Program award with a turndown notification after September 30, 2026.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference. Pursuant to the preliminary injunction order issued on November 21, 2025, in *County of Santa Clara et al. v. Noem, et al.*, No. 25-cv-08330-WHO (N.D. Cal.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective. Also,

pursuant to the preliminary injunction order issued on November 21, 2025, in *City of Chicago et al. v. Noem, et al.*, No. 25-CV-12765 (N.D. Ill.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective.

In accordance with Executive Order 14305, Restoring American Airspace Sovereignty (June 6, 2025), and to the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under this NOFO are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking, or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal, and territorial agencies. Recipients must comply with all applicable federal, state, and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment, or services.

B. DHS Standard Terms and Conditions

A recipient under this funding opportunity must comply with the DHS Standard Terms and Conditions in effect as of the date of the federal award, unless a term and condition specifically indicates otherwise. The DHS Standard Terms and Conditions are available online: [DHS Standard Terms and Conditions | Homeland Security](#). For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package.

A recipient under this funding opportunity must comply with the FY 2026 Department of Homeland Security Standard Terms and Conditions, with the following exceptions. The term titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” and paragraph (2)(a)(ii) of the term titled “Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act” do not apply to any federal award under this funding opportunity.

Pursuant to the preliminary injunction order issued on November 21, 2025, in *County of Santa Clara et al. v. Noem, et al.*, No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) The DHS Standard Term and Condition titled " Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act "; and (2) the DHS Standard Term and Condition titled "All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms will immediately become effective. As stated above, Paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled “Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act” will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on November 21, 2025, in *City of Chicago et al. v. Noem, et al.*, No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) the DHS Standard Term and Condition titled " Federal

Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act”; and (2) the DHS Standard Term and Condition titled " All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms will immediately become effective. As stated above, paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled “Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act” will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on October 31, 2025, in *City of Seattle v. Trump, et al.*, No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: the DHS Standard Term and Condition titled " Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act ". If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective. As stated above, Paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled “Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act” will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

C. Financial Reporting Requirements

Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425), is available online at: [SF-425 OMB #4040-0014](https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf). A tutorial is available here under https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf

Recipients must submit the FFR semi-annually throughout the Period of Performance (POP) as detailed below:

- A. No later than July 30 (for the period Jan. 1 – June 30)
- B. No later than January 30 (for the period July 1 – Dec. 31)
- C. Within 120 days after the end of the Period of Performance

The final FFR is due within 120 days after the end of the POP.

FEMA may withhold future federal awards and cash payments if the recipient does not submit timely financial reports, or the financial reports submitted demonstrate lack of progress or provide insufficient detail.

D. Programmatic Performance Reporting Requirements

1. A Performance Report must be submitted semi-annually throughout the POP. A tutorial is available here: https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf
2. A Performance Report must include:
 - a. A brief narrative of overall project(s) status indicating progress toward project objectives;

- b. A summary of project expenditures;
 - c. A summary of any products from research activities;
 - d. A description of any potential issues that may affect project completion; and
 - e. Other information specific to the Activities awarded.
3. The Performance Report must be submitted through FEMA GO.
 4. Performance Report Due Dates
 - a. No later than July 30 (for the period Jan. 1 – June 30)
 5. No later than January 30 (for the period July 1 – Dec. 31)]

E. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

- The final request for payment, if applicable.
- The final FFR.
- The final progress report detailing all accomplishments.
- A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.
- Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, 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, this maintenance requirement is three years from the date of the final FFR.

Also, pass-through entities are responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the subaward period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of their prime award. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(e).

A closeout tutorial is available here

https://www.fema.gov/sites/default/files/documents/fema_afg-closout-tutorial.pdf

Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award if no activity is taken during the period of performance (submitting of reports, financial drawdowns). FEMA will use available award information in lieu of final recipient reports, per 2

C.F.R. § 200.344(h)-(i). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

Additional Reporting Requirements

Anytime there is a change in personnel for any of the awardees and/or subrecipients, their information needs to be submitted for approval (all the previous personal information identified).

F. Disclosing Information per 2 C.F.R. § 180.335

Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at 2 C.F.R. § 180.995) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

This requirement is fully described in 2 C.F.R. §180.335.

Additionally, 2 C.F.R. § 180.350 requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

G. Reporting of Matters Related to Recipient Integrity and Performance

Appendix XII to 2 C.F.R. Part 200 states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds \$10,000,000 at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

H. Single Audit Report

Any non-Federal entity that must be audited (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2 C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 2 C.F.R. §§ 200.507.

Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards.

I. Monitoring and Oversight

Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a Federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

J. Program Evaluation

Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), PUBL435.PS urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement towards program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. § 200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R. § 200.413.

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements

Not applicable

L. Termination of Federal Award

The FY 2026 DHS Standard Terms and Conditions sets forth a term and condition entitled “Termination of a Federal Award”. The termination provision condition listed below applies to the grant award and the “Termination of a Federal Award” term and condition in the FY 2026 DHS Standard Terms and Conditions does not.

Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons:

- a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:
 - i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
 - ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
 - iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
 - iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
 - v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
 - vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
 - vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.
- d. For convenience, including, but not limited to, when the award no longer advances agency priorities or the national interest.

1. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the pass-through entity’s award has been terminated the pass-through recipient will terminate its subawards.

2. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reason identified in 2 C.F.R. § 200.340: Upon sending FEMA or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or pass-through entity may terminate the federal award in its entirety.

3. Impacts of Termination

- a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient’s material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
- b. When the federal award is terminated in part or its entirety, FEMA or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and § 200.345.

4. Notification Requirements

- a. FEMA must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

5. Opportunities to Object and Appeal

- a. Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity and describe the process to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

6. Effects of Suspension and Termination

- a. The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. 200.343.

M. Best Practices

While not a requirement in the DHS Standard Terms and Conditions, as a best practice: Entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems. Additionally, “The recipient and subrecipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.” 2 C.F.R. § 200.303(e).

N. Payment Information

Recipients will submit payment requests in FEMA GO for FY 2025 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, recipients will be notified by FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
5. Is funding provided directly or indirectly to a subrecipient?
 - a. If **no**, include statement “This grant funding is not being directed to a subrecipient.”
6. If **yes**, provide the following details:
 - a. The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - b. Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - c. Whether the payment request includes an activity involving support to aliens.
 - d. Whether the subrecipient has any diversity, equity, and inclusion practices.³

³ Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the DHS Standard Term and Condition titled "Anti-Discrimination" does not apply

7. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 CFR part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

O. Immigration Conditions

The term titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" and paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" in the FY 2026 DHS Standard Terms and Conditions do not apply to any federal award under this funding opportunity.

10. Other Information

A. Period of Performance Extension

Extensions to the Period of Performance (POP) for this program are allowed.

Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request. Recipients should request extensions only under *exceptional* circumstances. Approval is not guaranteed. AFG grants with a two-year POP are not expected to need an extension, except for vehicle/apparatus awards.

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

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;

to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

As stated above, Paragraph(2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if any of these preliminary injunctions are stayed, vacated, or extinguished.

2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

Recipients must submit all proposed extension requests to FEMA for review and approval at least 120 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. Extensions are typically granted for no more than six-months.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity or activities;
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity or activities will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

B. Other Information

a. Environmental Planning and Historic Preservation (EHP) Compliance

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants and programs funded by FEMA, comply with federal EHP laws, Executive Orders, regulations, and policies.

Recipients and subrecipients proposing projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, and/or new construction and/or replacement of buildings, structures, and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as threatened or endangered species, historic properties, or communities with environmental justice concerns; submitting a detailed project description with supporting documentation to determine whether the proposed project has the potential to impact EHP resources; and, identifying mitigation measures and/or alternative courses of action that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal

funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen impacts to EHP resources and bring the project into EHP compliance.

EHP guidance is found at Environmental Planning and Historic Preservation. The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards (44 C.F.R. § 9.11(d)(6)). For actions located within, or that may affect, a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf.

Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-1. https://www.fema.gov/sites/default/files/documents/fema_gpd-dhp-policy-guidance.pdf

b. Procurement Integrity

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in 2 C.F.R. §§ 200.317 – 200.327. 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 Procurement Under Grants (PUG) Manual and Contract Provisions Guide. Additional resources, including a schedule of upcoming trainings can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) and tribal governments must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and tribal governments must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for Procurements and 2 C.F.R. § 200.327 regarding required contract provisions. States, but not tribal governments, must also follow 200.323 regarding procurement of recovered materials.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable State, Local, Tribal, and Territorial

(SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

1. Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB revised parts of Title 2 of the Code of Federal Regulations, including procurement standards. These updates apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless stated otherwise. The revisions include changes to federal procurement standards, which outline how FEMA award recipients and subrecipients must make purchases under a FEMA award.

More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award](#).

2. Competition and Conflicts of Interest

Under 2 C.F.R. § 200.319(b), local government and nonprofit recipients or subrecipients must exclude contractors who develop or draft specifications, requirements, statements of work, or invitations for bids from competing for those procurements. FEMA considers these activities an organizational conflict of interest and extends this restriction to contractors who assist in preparing grant applications, project plans, or project budgets. Additionally, former employees are prohibited from managing the grant or executing a contract if they were involved in these activities while employed by the recipient or subrecipient.

Under this prohibition, federal funds cannot be used to pay a contractor to execute work if that contractor was also involved in developing the specifications, unless the recipient or subrecipient procured a contract for both development and execution in compliance with 2 C.F.R. §§ 200.317–200.327. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, and post-award costs, such as grant management fees.

In addition to organizational conflicts of interest, 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;
- 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.

Under 2 C.F.R. § 200.318(c)(1), local government and nonprofit recipients or subrecipients 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, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal

award. A conflict of interest includes when the employee, officer, agent, or board member, 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 an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

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

3. Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information about General Services Administration (GSA) programs for state, local, and tribal governments, and their instrumentalities, can be found at [Programs for state and local governments and authorized organizations and help for state, local, and tribal governments to make MAS buys | GSA](#).

4. Procurement Documentation

Per 2 C.F.R. § 200.318(i), local government and nonprofit recipients or subrecipients 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 tribal governments are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

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

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;

- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

c. Financial Assistance Programs for Infrastructure

1. Build America, Buy America Act

Recipients and subrecipients must comply with FEMA’s implementation requirements of the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects and Office of Management and Budget (OMB), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

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

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

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA’s Build America, Buy America requirements, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

2. Waivers

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

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

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- 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

- 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%.

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](#).

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

d. Mandatory Disclosures

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

e. Adaptive Support

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

f. Record Retention

1. 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.

2. Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

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

- Invoices
- Cancelled checks

h. 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.

In the case of any potential or actual noncompliance, FEMA may place specific conditions on an award per 2 C.F.R. §§ 200.208 and 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both.

Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339.

i. 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.

11. Appendices

A. Appendix A – Changes

Appendix A contains a brief list of changes between FY 2024 and FY 2025 to the AFG Program. Changes to the FY 2025 AFG NOFO include:

1. Under Wellness and Fitness Activity: Priority 1 programs are now designated as **High Priority**, while Priority 2 programs are designated as **Medium Priority**.
2. Under Wellness and Fitness Activities: ineligible participants have been updated to anyone other than fire personnel, fire inspector, or EMS personnel.
3. Excess Funds restrictions have been updated.
4. Period of performance extensions and amendment requirements have been updated.
5. Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$100,000 for Operations and Safety.

B. Appendix B – Programmatic Information and Priorities

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

1. Applicants sharing facilities:

Fire departments and nonaffiliated EMS organizations are recognized as distinct entities for AFG eligibility if they have distinct funding streams, personnel rosters, and EINs, even if they share the same facilities. Such entities sharing facilities may submit separate applications. However, applications to fund the same activity may require a review by FEMA to prevent the duplication of benefits.

2. Ineligible Applications and/or Organizations:

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
- However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229 (a), (c).
- Submitting multiple applications for the same equipment or activity (e.g., SCBA under both Regional and Operations and Safety activities, or two applications for the same vehicle) may result in disqualification of both applications. This rule does not apply if an applicant is applying on behalf of multiple agencies (e.g., fire departments within the same county or city). In such cases, the applicant can request similar equipment, as long as the application clearly specifies the equipment and quantities for each agency. Multiple applications across regional and direct categories are allowed in this scenario.

Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle.

- For **Operations and Safety applications**, applicants may request multiple activities and multiple items within each activity.
- For **Vehicle applications**, applicants may submit one application for a vehicle activity (or activities) for their department and a separate application for a Regional vehicle. However, the same vehicle(s) cannot be requested in both applications.

All duplicate application submissions may be disqualified.

Supporting Definitions for this NOFO:

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

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

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

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

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

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

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

Non-federal airport and/or port authority fire or EMS organizations: are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

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.

State Fire Training Academies: A SFTA must be designated either by legislation or by a governor’s declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

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

Community Classifications:

The information provided by the applicant organization in the Applicant Characteristics and Community Description sections of the AFG Program application determines whether FEMA classifies the jurisdiction as urban, suburban, or rural. This community classification influences the funding priority for the application.

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

FY 2025 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ Population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 Population
Water Supply (% of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants

<p>Land Use within primary first due response area</p>	<p><25% for agriculture (based on zoning) >50% industrial and commercial combined</p>	<p>25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined</p>	<p>>50% used for agriculture (based on zoning) <25% industrial and commercial combined</p>
<p>Square miles within primary first due response area per station</p>	<p><3 sq. mi. per station</p>	<p>3-9 sq. mi. per station</p>	<p>>10 sq. mi. per station</p>

Applicants should review the funding priorities in Appendix B of this NOFO, categorized as "High," "Medium," or "Low." FEMA prioritizes funding for "High" priority items first. Requesting "Medium" or "Low" priority items may lower the overall application score. For Operations and Safety – Equipment, only "High" priority items will be considered for funding.

Restrictions on Uses of Award Funds:

AFG Program funds cannot be used for hiring (part-time or full-time), salaries, benefits, or fringe benefits (e.g., contributions for social security, insurance, workers’ compensation, or retirement plans) for any personnel. However, the following personnel-related expenses are allowable:

- **Backfill and Overtime/Lost Wages:** Documented costs for backfill and/or overtime to support awarded training activities are eligible.
- **Instructor Rates:** Applicants must include instructor base rates in the application narrative, along with market-researched competitive rates for delivering the requested training.
- **Internal Instruction:** If training is provided by an existing member of the recipient organization, only the established base rate of compensation (excluding benefits or overtime) is eligible for reimbursement.

Recipients are encouraged to share the benefits of awarded activities with other organizations, such as filling SCBA cylinders, cleaning turnout gear, or offering excess training capacity. If costs associated with shared benefits (e.g., backfill, overtime, tuition) for members outside the recipient’s department are included, the applicant must apply as a regional applicant.

Activity Alignment:

Items requested under Additional Funding must align with the same Activity area as the primary request. Improper requests with misaligned items may be disqualified.

Allowable Requests:

- **Rapid Intervention Team (RIT) Packs:** May be requested under the PPE activity if supporting an SCBA request. If not supporting an SCBA request, RIT packs must be requested under the Equipment activity.
- **PPE Gear Bags:** Eligible under the PPE activity only when associated with a PPE gear request.
- **Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile):** May be requested under the PPE activity in support of a Regional SCBA request. If not supporting an SCBA request, these items must be requested under the Equipment activity.
- **PPE Gear Washer/Extractor/Dryer:** May be requested under the PPE activity in support of a PPE gear request. If not supporting a PPE gear request, these items must be requested under the Equipment activity.

Application Requirements:

- **Dropdown Selection:** Items must be requested using the appropriate individual item dropdowns in the application. For example, nozzles and appliances should be requested under the "Appliance(s)/Nozzle(s)" option, not under the "hose (Attack/Supply)" dropdown.
- **Bundled Requests:** Bundled item requests must include detailed information on the number of units and cost per individual component. Requests without these details will not be considered for funding.

Funding Priorities: Operations and Safety – Training

Overview FEMA has determined that hands-on, instructor-led training, which adheres to a national, state, or DHS-adopted standard and leads to a national or state certification, offers the greatest training benefit. All of the following are considerations in pre-scoring and peer review determinations: **High (H), Medium (M), Low (L)**

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training evaluated using national or state standards
H	Training that brings a department into compliance with recommended NFPA or other national standards
H	Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	Training that does not result in certification

M	Training that is self-directed/validated			
L	Training that will address an identified risk but not associated with compliance to any standards			
Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response- Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response- Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder	N/A	H	H	H
Emergency Medical Technician	N/A	H	H	H
Advanced Emergency Medical Technician to Paramedic	N/A	H	H	H
Paramedic	N/A	H	H	H

Paramedic to Community Paramedic	N/A	H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or NFPA standards	N/A	H	H	H
Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Compliance with federal/state- mandated program	N/A	H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M

Aircraft Rescue Firefighting (ARFF)	440, 460,1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty	N/A	H	H	H
Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Training to address a local risk not elevated to a national or state	N/A	M	M	M
Specialized Training	N/A	M	M	M
Maritime Firefighting	1005, 1405,1910	L	L	L
Instructor-led training that does not lead to certification	N/A	L	L	L
Self-taught courses	N/A	L	L	L
Training not elevated to a national or state standard	N/A	L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to help fire departments and nonaffiliated EMS personnel meet educational and performance requirements. Training should align with the U.S. National highway Traffic Safety Administration's National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), which maintains a national standard and provides certification information for paramedics relocating to another state.

Higher Priority Training Activities:

FEMA assigns higher priority to the following training activities due to the time and cost associated with upgrading an organization’s response level:

- Upgrading from Emergency Medical Responder (EMR) to EMT.
- Upgrading from Advanced EMT (AEMT) to Paramedic.

- Training Community Paramedics.

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

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
<ul style="list-style-type: none"> • Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, lodging expenses, etc.) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses 	<ul style="list-style-type: none"> • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award’s scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$100,000 per prop for Operation and Safety requests; this does not apply to SFTA requests.
Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	

<ul style="list-style-type: none"> • Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization’s performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.) 	<ul style="list-style-type: none"> • Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages
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Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
<ul style="list-style-type: none"> • EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses) 	<ul style="list-style-type: none"> • Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award’s scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

Operations and Safety – Equipment Overview

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

Reminder: When requesting training for any items in this section, enter the request under “Additional Funding” in the “Request Details” section of the application. Clearly specify the type and scope of training, timeframe, and other relevant details in the item description section. The training must be directly related to the use of the equipment (e.g., vendor training) and must not duplicate courses listed under the Training activity.

Also note:

- Accountability Systems: these should be requested under the Equipment activity.
- Simulators, Tow Vehicles, and Fire/Evolution Props: All mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Monitors/Defibrillators: Requests should be based on the number of transport and non-transport ALS response vehicles in the fleet (e.g., medic engine, medic chase vehicle, ALS ambulance).
- P-25 Compliant Portable Radios: Requests must be based on the number of seated riding positions or active department members and must be justified in the request narratives.
- P-25 Mobile Radios: Requests must be based on the number of vehicles in the fleet.
- Replacement of Obsolete or Damaged Equipment: Requests must ensure the applicant meets applicable industry, local, state, and national standards.
- Equipment Product Lifecycles: Equipment is categorized by age as Short (5–7 years), Intermediate (8–14 years), or Long (15–20 years). Items are compared only to others within the same lifespan category to ensure fair scoring. The product lifespan does not affect the score but ensures even comparison of similar equipment types.

All of the following are considerations in pre-scoring and peer review determinations:

Only high (H) priority equipment items listed below will be considered for funding.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants - M Regional Applicants - H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA – H
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic hand Tools (Structural/Wildfire)	Basic hand Tools (Structural/Wildfire)
M H	Intermediate	Electric/Gas Powered Saws/Tools - M	Electric/Gas Powered Saws/Tools - H
M H	Short	Fit Tester - M	Fit Tester – H
Priority	Age Category	Fire and Fire Regional	SFTA
M H	Long	Foam Eductors - M	Foam Eductors - H

H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - M	Ladders - H
M H	Short	Personal Accountability Systems - M	Personal Accountability Systems - H
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props - M	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training - H
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
M H	Intermediate	Base Station (must be P-25 Compliant) - M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets - M	Headsets - H

M H	Intermediate	Mobile Radios (must be P-25 Compliant) - M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P-25 Compliant) - M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) - M	Pagers (limited to number of active members) - H
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
Priority	Age Category	Fire and Fire Regional	SFTA
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Suction Unit (Non-Disposable)	Suction Unit (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Power Stair Chair	Power Stair Chair
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretcher	Stretcher
L	Intermediate	Backboard	Backboard
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit

L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)
EXTRICATION			
M H	Intermediate	Cutter/Spreader - M	Cutter/Spreader - H
M H	Intermediate	Vehicle Extrication Equipment - M	Vehicle Extrication Equipment - H
HAZARDOUS MATERIALS			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator

Priority	Age Category	Fire and Fire Regional	SFTA
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CHEMICAL BIOLOGICAL RADIOLOGICAL NUCLEAR EQUIPMENT (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection
Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department
Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional

COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
H	Intermediate	Power Stair Chair	Power Stair Chair

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints

L	Intermediate	Stretchers	Stretchers
L	Intermediate	Backboards	Backboards
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.
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Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

Priority	Purpose of Request	Definition
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

<ul style="list-style-type: none"> • Shipping, taxes, assembly, and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/ construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD • Training specific to the requested equipment 	<ul style="list-style-type: none"> • Requested support activities for equipment requiring supplies or expendables or “onetime” use items essential for an award’s scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP • Computing device may be considered for reimbursement if essential to the operation of the funded equipment.
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Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

<ul style="list-style-type: none"> • Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) and carrier plans 	<ul style="list-style-type: none"> • Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer’s personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any
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<ul style="list-style-type: none"> • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) • Vehicle mounted fans 	<ul style="list-style-type: none"> • drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment
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Key Requirements for Interoperable Communications Equipment under the AFG Program:

- **Eligibility:** the acquisition of P-25 compliant interoperable communications equipment is the only eligible activity for interoperable communications equipment under the AFG Program.
- **P-25 Compliance:**
 - P-25 compliant equipment features a digital platform that is programmable, scalable, and capable of communicating in analog mode with legacy radios, as well as in both analog and digital modes with other P-25 equipment.
 - P-25 compliance enhances interoperability, enabling first responders to effectively communicate and coordinate during all-hazard responses.
 - Non-P-25 compliant equipment is not allowed, and no waivers for P-25 compliance will be granted.
- **SAFECOM Guidance:** Recipients must comply with the SAFECOM Guidance for Emergency Communication Grants, including technical standards that ensure and enhance interoperable communications.
- **Documentation Requirements:** Recipients must obtain and retain documented evidence that the equipment has been tested and meets all applicable P-25 compliance requirements. This documentation must be available for submission to FEMA upon request.
- **Application Affirmation:** While applicants are not required to specify a particular P-25-compliant product in their application narrative, they must affirm that the requested or acquired interoperable communications equipment will meet P-25 compliance standards.
- **Note:** Recipients using FY 2025 AFG Program funds for emergency communications activities must review and comply with the SAFECOM Guidance for Emergency Communication Grants available at SAFECOM Guidance. This guidance includes provisions on technical standards to ensure and enhance interoperable communications.

Emergency communication equipment, such as portable radios, must adhere to these standards. Additionally, recipients must ensure their projects align with their state's Statewide Communications Interoperability Plan (SCIP) to support coordinated and effective emergency communications. Operations and Safety – PPE Overview AFG Program funds may only be used to acquire new, compliant PPE for firefighting and nonaffiliated EMS personnel. Only PPE compliant with the most current editions of NFPA 1971, 1977, 1981, and/or 1999 is eligible. The acquisition of used, refurbished, or updated PPE is ineligible for reimbursement. PPE requests should prioritize increasing firefighter safety. Replacement and Inventory Requirements: When requesting to replace or purchase new PPE (e.g., Turnout Gear or SCBA), applicants must provide the age of the items being replaced.

- Accurately describe and account for all PPE items in the current inventory within the application narrative.

PFAS-Free PPE:

- Exposure to Per- and Polyfluoroalkyl Substances (PFAS) has been linked to cancer and other health effects.
- Recipients are strongly encouraged to:
- Ask vendors about compliance with PFAS-free materials.
- Purchase PFAS-free gloves, hoods, boots, and other items where readily available.

Noncompliance and Replacement Guidelines:

- Based on NFPA 1851, PPE (including SCBA) is considered noncompliant if:
- It is at least 10 years old and 2 NFPA cycles behind the current standard.
- PPE less than 10 years old and 2 NFPA cycles behind may be eligible for replacement if it is deemed damaged, unsafe, or unrepairable, with sufficient justification provided.

High-Priority Requests:

- **SCBA Face Pieces:**
 - Requesting or replacing an SCBA face piece for each operational member is a **High Priority**.
 - Additional face pieces beyond those included with SCBA units must be requested as separate line items (e.g., if 35 face pieces are needed but only 25 SCBA units are requested, the remaining 10 face pieces must be listed separately).
- **Complete Gear Sets:**
 - **Structural/Proximity PPE Turnout Gear (NFPA 1971 Compliant):**
 - 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.
 - If statutorily required, additional PPE (e.g., Personal Safety/Rescue Bailout Systems) will be considered part of a complete set.
 - **EMS PPE Turnout Gear (NFPA 1999 Compliant):**
 - One pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.

- **Wildfire PPE Turnout Gear (NFPA 1977 Compliant):**
 - One pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- **Additional Funding:**
 - **PPE Gear Bags and RIT Packs:** Eligible for request under Additional Funding to support PPE or SCBA requests.
 - **SCBA Units:** A complete SCBA unit includes a harness/backpack, one face piece, and two cylinders.
 - **Proper Fit Considerations:**
 - Recipients should prioritize **proper fitting gear**, including considerations for **female firefighters**.
- **Training Requirements:**
 - Applicants must certify that all grant-funded PPE will only be used by **sufficiently trained personnel**. Failure to meet this requirement will result in the request being deemed ineligible.
 - If training is requested to support a PPE activity, it must be entered in the **“Additional Funding”** section of the **“Request Details”** in the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	Purpose of Request	Definitions
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/ unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/ noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with

		current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.
Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities		
<ul style="list-style-type: none"> Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced. Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear. 		
PPE List		
Structural/Proximity H		
<ul style="list-style-type: none"> American National Standards Institute (ANSI) Traffic Vests Boots Coats Complete Set of Turnout Gear Gloves Goggles 	<ul style="list-style-type: none"> Helmets Hoods Pants Pass Devices Personal Safety/Rescue Bailout System Suspenders 	
Respiratory H		
<ul style="list-style-type: none"> Air-Line Unit Face Pieces Respirators 	<ul style="list-style-type: none"> SCBA Spare Cylinders SCBA (SCBA Unit includes Harness/ Backpack, Face Piece, and two cylinders) 	
Wildfire H		
<ul style="list-style-type: none"> Jumpsuits/Coveralls Boots Coats Pants Suspenders 	<ul style="list-style-type: none"> Goggles Shelters Web Gear/Backpacks Canteens/Hydration Systems Helmets 	
Specialized PPE M		

<ul style="list-style-type: none"> • Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition) 	<ul style="list-style-type: none"> • Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits
<p>Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:</p>	
<ul style="list-style-type: none"> • ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags 	<ul style="list-style-type: none"> • Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators
<p>Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:</p>	
<ul style="list-style-type: none"> • Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request) • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations 	<ul style="list-style-type: none"> • Food and beverages • Integrated Thermal Imaging Cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildfire firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE-Turnout Gear per person • Equipment rental or lease to purchase • Note: Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

Operations and Safety – Wellness and Fitness Overview

Wellness and Fitness Activities aim to enhance the mental, physical, and emotional resilience of emergency responders to meet the demands of all hazardous operations.

To be eligible for funding, applicants must currently offer or plan to offer all five **Priority 1 activities** outlined in the table below. These activities are considered essential for building and maintaining the overall wellness and fitness of emergency responders.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1: (H) Wellness and Fitness Activities:

- Initial Medical Exams
- Job-Related Immunizations
- Annual Medical and Fitness Evaluations
- Behavioral health Services
- Cancer Screening Program (**aligned with NFPA 1582**)

All five of the above must be in place to be considered a Complete Wellness and Fitness Program.

Departments that already have some **Priority 1 programs** in place must request funding to implement any missing Priority 1 programs before applying for funds for additional programs

All grant-funded physicals (except for explorers) must comply with the current **NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation)**. The cost of physicals should reflect local physician or health center prices. For detailed guidance on implementing NFPA 1580 physicals, visit: [First Responder Center](#).

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 2 (M) Wellness and Fitness Activities:

- Candidate Physical Ability Evaluation.
- Exercise Equipment.
- Formal Fitness Program Development Costs (e.g., IAFF/IAFC Peer Fitness Trainer Program, including travel, overtime, and implementation costs).
- Eligibility:
- Applicants can request **Priority 2 items** only if they currently offer or are requesting funding for all five required **Priority 1 activities**.

Important Notes:

- **Lower Priority for Combined Requests:** Applications requesting both Priority 1 and Priority 2 activities will receive lower funding consideration than those focused solely on completing Priority 1 activities.
- **NFPA 1583 Standards:**
 - Establishes minimum requirements for developing and managing health-related fitness programs for fire department members involved in emergency operations.
 - Aims to improve occupational performance, safety, and health while reducing risks of injury and disease.

Guidance for Fitness Programs:

- Programs should require mandatory participation but must not be punitive.
- NFPA 1583 focuses on improving overall health and fitness, not setting physical performance criteria.

Recommendation: Applicants should complete Priority 1 activities first to increase funding chances and align with program goals

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
<ul style="list-style-type: none"> • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member’s participation in offered Wellness and Fitness activities 	<ul style="list-style-type: none"> • Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall); note that these will require EHP review
Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
<ul style="list-style-type: none"> • Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships • Saunas (including infrared) • Hyperbaric chambers • Ice baths • Priority 1 or 2 items for anyone other than fire personnel, fire inspector, or EMS personnel 	<ul style="list-style-type: none"> • Purchase of medical equipment • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity

Operations and Safety – Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities to improve safety and health conditions. **New fire station construction is not eligible.**

Eligible Activities:

- Source Capture Exhaust Systems (SCES):
 - SCES is a **High Priority** item for mitigating vehicle exhaust exposure.
 - These systems capture exhaust gases directly from the vehicle tailpipe and expel them outside the building via mechanical or pneumatic means.

- Sprinkler Systems
- Carbon Monoxide Alarms
- Smoke/Fire Detection Systems

Important: Only systems specific to these functions are eligible. Multi-purpose systems that include ineligible features are not allowed.

Key Requirements:

1. Environmental and Historic Preservation (EHP) Review:

- All facility modifications, including major or minor changes and equipment installations, require EHP review.

2. Minor Interior Alterations:

- Minor alterations (e.g., removal or construction of a non-weight-bearing wall) to support Training or Wellness and Fitness activities are eligible under Additional Funding, with a total expenditure limit of \$10,000.

3. Funding Cap:

- The total cost for modifications (e.g., a sprinkler system and exhaust system) cannot exceed \$100,000 per individual station.

4. Structural Limitations:

- Modifications cannot change the structure's footprint or profile.

5. Health and Safety Impact:

- Eligible projects must directly improve the health and safety of firefighters.

Additional Notes:

- **Vehicle Mounted Exhaust Systems:** these remain classified as a **High Priority** item under the Equipment Activity.
- **Priority for Diesel Fume Mitigation:** Due to the risks posed by diesel fumes, SCES systems are considered a high Priority for facility modifications.

Applicants should ensure all requested modifications align with these guidelines to maximize funding eligibility.

Facility Considerations:

1. Highest Priority:

- Facilities staffed full-time.
- Facilities with sleeping quarters.

2. Secondary Consideration:

- Facilities without sleeping quarters.
- Facilities with part-time occupancy.

3. Next Consideration:

- Training facilities.
- Marine fire facilities.
- Intermittently occupied facilities.

Applicants should align their requests with these priorities to optimize funding consideration.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	<ul style="list-style-type: none"> • New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below. • Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
M	<ul style="list-style-type: none"> • Emergency generators, Air Quality Systems (AQSs) • Note: AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems.

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
<ul style="list-style-type: none"> • Station maintenance • Resurfacing of bay floors • Interior remodeling not pertaining to the requested project(s) • Food and beverages 	<ul style="list-style-type: none"> • Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features

Regional Applications Overview

A Regional application allows a fire department or nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and other participating AFG Program-eligible organizations. The host and its partners must be the intended beneficiaries of the proposed project.

Eligibility and Requirements:

1. Host Eligibility:

- A **fire department** can host on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application.
- A **nonaffiliated EMS organization** can only host other nonaffiliated EMS organizations.
- **State Fire Training Academies (SFTAs)** are not eligible to apply under the Regional activity.

2. Eligible Regional Activities:

- **Vehicle Acquisition**
- **Operations and Safety**, limited to:
 - Training
 - Equipment
 - Wellness and Fitness

- PPE

3. Regional Goals:

- Projects must achieve cost-effectiveness, support regional efficiency and resilience, and directly benefit more than one local jurisdiction (e.g., county, parish, town, township, city, or village).

4. Vendor Requirement:

- All departments and agencies in a Regional application must use the same vendor to foster interoperability.
- Exceptions require pre-approval by FEMA in writing and must be based on compelling operational need.

Funding Limitations:

- Funding limits are based on the **total Population served** by the host and participating partners.
- Example: If the host and partners serve a population of 100,000 or fewer and receive a \$1 million Regional award, the host has reached its funding cap and is no longer eligible for additional AFG Program funds.

Community and Population Considerations:

- The **community identification characteristic** (e.g., Rural, Urban, or Suburban) and the **organizational status** (e.g., Career, Combination, or Volunteer) of the host applicant will apply to the Regional application, regardless of the composition of the participating partners.
- The **regional population served** is the aggregate of the geographically fixed primary first-due response areas of the host and participating partners.
 - Exceptions: If the host is also the parent organization responsible for smaller, independent stations.
- The **call volume for regional applications** is the aggregate of the host and regional partners

Application Restrictions:

- The host and participating partners may submit their own individual applications for AFG Program activities (Vehicle Acquisition or Operations and Safety) but not for the same item.
 - Example: A department cannot apply for PPE under its own application and also participate in a Regional PPE application.

Application Narrative Requirements:

The host must include:

- A list of all participating organizations benefiting from the Regional project.
- Validated points of contact and each organization’s EIN.
- Clear and detailed information on the requested regional activities.
- Specific details on the distribution of grant-funded acquisitions or contracted services and the responsibilities of the host and partner organizations.

Host Responsibilities:

- The host is responsible for all aspects of the grant, including:
 - Cost share.
 - Accountability for assets.
 - All reporting requirements.
- The host is **not considered a pass-through entity** and may not issue sub-awards.

- The host must provide macro demographics (e.g., total square miles) and master listings (e.g., combined SCBA inventories) for the region served.

Compliance Requirements:

- All participants must be compliant with AFG Program requirements, including:
 - Current status on past grants.
 - Closeouts.
 - Reporting requirements.
- The host agency may not distribute grant-funded assets or provide grant-funded services to non-compliant partners. FEMA will notify the host and delinquent partners of specific deficiencies.

Memorandum of Understanding (MOU):

- A Regional host and participating partners must execute an **MOU or equivalent document** signed by all parties.
- The MOU must specify:
 - Individual and mutual responsibilities of the host and partners.
 - Each participant’s level of involvement in the project(s).
 - EINs of participating partners.
 - Proposed distribution of grant-funded assets or contracted services.
- Copies of the MOU will be requested during the technical evaluation of the application if it is not included originally.
- Any entity benefiting from the award must be an eligible AFG Program organization and a party to the MOU.

By adhering to these guidelines, Regional applicants can ensure their applications meet AFG Program requirements and maximize their chances of receiving funding.

Vehicle Acquisition Guidelines

Eligibility and Standards:

- Vehicles purchased with AFG Program funds must comply with **NFPA 1900** standards (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (e.g., Standard for Automotive Ambulances).
- Leases, loan payments, or installment plans for vehicles are not eligible and will not be reimbursed.

Community Paramedic/Health Vehicles:

- These are **non-transport vehicles** and cannot serve a dual role (e.g., as utility or support vehicles).
- Emergency response packages (e.g., lights, sirens) and operational equipment (e.g., rescue tools, firefighting equipment) are **ineligible** for these vehicles.

Requesting Multiple Vehicles:

- Applicants may request more than one vehicle but must stay within the **financial cap based on population** listed in the application.
- If multiple requests are approved, the total funding for all vehicles must remain within the financial cap.

- Each vehicle request requires:
 - A separate line item.
 - A complete narrative for each vehicle.
 - Details such as the **age and vehicle identification number (VIN)** of each vehicle being replaced.
 - VINs cannot be reused across multiple line items.

Vehicle Reassignment:

- If a vehicle is not being replaced but is having its service status changed (e.g., from first due to reserve), the VIN must still be provided in the narrative for the vehicle being reassigned.

Driver/Operator Training Requirements:

1. Fire Vehicles:
 - Applicants must have drivers/operators trained to **NFPA 1002** standards (or equivalent) or have a training program in place before the awarded vehicle is delivered.
 - Failure to meet this requirement will result in ineligibility for a vehicle award.
2. Nonaffiliated EMS Vehicles:
 - Drivers/operators must be trained to the **National Standard Emergency Vehicle Operator Curriculum (EVOC)** developed by the U.S. Department of Transportation (DOT) or equivalent.
 - A training program must be in place before the awarded vehicle is delivered.
3. Driver Training Program Requests:
 - Applicants may request funding for a driver training program within the “**Vehicle Acquisition**” section.
 - this request must be added in the “**Additional Funding**” area in the “**Request Details**” section of the Vehicle Application.
 - All training programs must be completed before vehicle delivery, or the recipient will be in violation of the grant agreement.

Evaluation Criteria:

- The pre-score evaluation considers the department’s need for the vehicle based on:
 - The age and condition of current vehicles.
 - The demands on the organization.

By adhering to these guidelines, applicants can ensure compliance with AFG Program requirements and improve their chances of securing funding for vehicle acquisition.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:

Priority	Urban Communities	Suburban Communities	Rural Communities
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H	<ul style="list-style-type: none"> • Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger 	<ul style="list-style-type: none"> • Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush 	<ul style="list-style-type: none"> • Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit 	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit 	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	<ul style="list-style-type: none"> • ARFF • Foam Truck • Fire Rescue/Boat Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender 	<ul style="list-style-type: none"> • ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat 	<ul style="list-style-type: none"> • ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit
Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)			
H	<ul style="list-style-type: none"> • Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or heavy • Tow Vehicle (Applied for under equipment) 		
M	<ul style="list-style-type: none"> • Highway Safety Unit 		
L	<ul style="list-style-type: none"> • Hazardous Materials Unit • Foam Truck 		
Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities			

H	<ul style="list-style-type: none"> • Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/healthcare)
Compliance with Standards	
<ul style="list-style-type: none"> • Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F • Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity • Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA’s website at: Traffic Incident Management Systems • New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured 	

Additional Considerations (to include, but not limited to)
<ul style="list-style-type: none"> • Age and mileage of the vehicle being replaced; older equipment receives higher consideration • Age of the newest vehicle in the department’s fleet that is like the vehicle to be replaced • Average age of the fleet; older equipment within the same class • Call volume of primary first due response area or region • Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight • Vehicles on loan to the organization in the application narrative but not in the organization’s inventory • Damaged vehicles and out of service vehicles in the organization’s inventory • Replacement of open cab/jump seat configurations

IMPORTANT

Vehicle Inventory Requirements:

- Applicants may need to provide additional fleet details after submitting their application.
- Vehicle inventory must include:
 - Owned vehicles.
 - Leased or long-term loaned vehicles.
 - Vehicles ordered or under contract but not yet received.

Vehicle Definitions:

- **Front Line Vehicle:** Fully equipped and ready for emergency response.
- **Ready-Reserve Vehicle:** Equipped and can quickly be made ready for response.
- **Reserve Vehicle:** Not fully equipped, used when front-line vehicles are out of service.

- **Temporarily Out of Service Vehicle:** Removed from service for repairs but will return to front-line or reserve status.
- **Decommissioned Vehicle:** Permanently removed from emergency duties (e.g., retired, parade use). Not included in inventory or eligible for replacement.

Vehicle Contract Requirements:

- Recipients must submit a copy of the vehicle purchase contract to FEMA for compliance monitoring.
- Without a contract, recipients cannot:
 - Request advance federal funds for partial payments.
 - Request a project extension.

Bond Requirements:

- **Performance Bond (Recommended):** Protects applicant funds if the vendor fails to deliver or goes out of business.
- **Prepayment Bond (Required):** Protects federal funds if federal money is advanced for a down payment. Costs are reimbursable under the grant.

Penalty Clause:

- Contracts must include a penalty clause of at least \$100/day for non-delivery or non-performance by the vendor. Exceptions require FEMA approval.

Payment Guidelines:

- **Down Payment:** Allowed up to 25% of the federal share. Costs beyond this must be covered by the recipient.
- **Final Payment:** May be requested in advance but cannot be disbursed until the vehicle is received, inspected, and accepted.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

<ul style="list-style-type: none"> • Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent 	<ul style="list-style-type: none"> • Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production Note: Food and beverages are ineligible travel expenses
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Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

<ul style="list-style-type: none"> • Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction- related equipment • Using the vehicle being awarded as collateral for any financial loan 	<ul style="list-style-type: none"> • UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages
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Examples of vehicle types

- **Pumper** (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- **Urban interface vehicles** (Type I) pumper (300 gallons of water and 750 GPM)
- **Ambulance** (vehicle used for transporting patients)
- **Tanker/Tender** (an apparatus that has water capacity in excess of 1,000 gallons of water)
- **Quint Aerial** (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- **Quint** (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- **Aerial Ladder** (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles: Certification and Disposition Requirements

Certification Requirement:

Applicants who specify that the vehicle(s) to be replaced are unsafe must certify that, if awarded, the vehicle will be permanently removed from emergency service response.

- **Permanently Removed means:**
 - The recipient cannot use the vehicle for any emergency service response.
 - The recipient cannot sell or transfer the vehicle to any individual or emergency service response organization that would use it for emergency service response.

Grant Agreement Violation:

- If a recipient certifies that an unsafe vehicle will be removed from service but later sells or transfers the vehicle to another emergency service response organization or otherwise fails to remove the vehicle from emergency service response, the recipient will be considered in violation of the grant agreement.

Acceptable Dispositions for Unsafe Vehicles:

Unsafe vehicles may be donated or sold for purposes that do not involve emergency service response. Acceptable dispositions include:

- **Donation or Sale to a Training Facility:**
 - The vehicle may be used for training purposes only, with **no emergency response outside the training grounds.**
- **Farm Use:**
 - The vehicle may be repurposed for agricultural activities.
- **Construction or Nursery Use:**
 - The vehicle may be used for construction or nursery operations.
- **Sale to a Non-Emergency Service Response Entity:**
 - The vehicle may be sold for refurbishment or other non-emergency uses.
- **Scrap Metal or Salvage:**
 - The vehicle may be dismantled or sold for parts.
- **Foreign Donation:**
 - The vehicle may be donated to entities outside the United States for non-emergency purposes.

By adhering to these guidelines, recipients ensure compliance with the grant agreement and maintain safety standards.

C. Appendix C – Award Administration Information

Appendix C provides detailed guidance on the **programmatic and financial administration** of AFG Program awards. Recipients are encouraged to review this information to ensure compliance with award requirements and to effectively manage their grant activities.

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.

Grant Writer/Preparation Fees: Eligibility and Documentation Requirements

Eligibility for Reimbursement: Grant Writer Fees may be included as a pre-award expenditure, subject to the following conditions: Fees must comply with the cost-share requirement. Services must be competitively sourced, specifically identified, and listed in the “Request Details” section of the application. Costs must comply with 2 C.F.R. § 200.458. Reimbursement is limited to application preparation (not administration) and capped at \$1,500. Timing of Allowable Costs:

- Fees must be paid within the following timeframe:
 - 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes.

Retainer or Subscription Fees:

- Retainer or subscription fees are eligible if:
 - They were competitively secured.
 - Costs are limited to the start of the appropriation period for the underlying award.
 - They meet the requirements under 2 C.F.R. § 200.458.

Ineligible Costs:

- Fees payable on a **contingency basis** are **not eligible**.
- Federal funds cannot be used to pay entities, including grant writers, that are **suspended or debarred** from federal contracts.

Verification of Contractor Eligibility:

- Recipients must verify contractor eligibility under **2 C.F.R. § 180.300** to ensure compliance.

Accuracy and Certification:

- Applicants must review all work produced by grant writers or third parties for **accuracy** before submission.
- By submitting the application, applicants certify that:
 - All information is **true and accurate**.
 - Submission of false or misleading information, regardless of intent, may result in actions by FEMA, including:
 - The application not being considered for award.
 - Temporary withholding of funding under an existing award pending investigation.
 - Referral to the **DHS Office of Inspector General (OIG)**.

Required Documentation:

Applicants must provide the following documentation to FEMA upon request:

1. Grant Writer’s Contract for Services

- 2. Invoice or Purchase Order**
- 3. Canceled Check (Front and Back)**
- 4. Evidence of Competitive Procurement**

- If local procurement policies do not require competitive bidding for amounts under \$1,500, applicants may be asked to provide a copy of that policy. Failure to provide the requested documentation may result in the grant writer fee being deemed **ineligible**, and the grant may be reduced accordingly.

Application Participants:

- FEMA requires applicants to identify all individuals or organizations that assisted with the development, preparation, or review of the application in the **“Contact Information”** section.
- This includes anyone involved in drafting or writing the narrative and budget, whether:
 - **Compensated or not.**
 - Assistance occurred **before submission** of the application.

By adhering to these guidelines, applicants can ensure compliance with FEMA requirements and avoid issues with grant writer fee eligibility.

Maintenance and Sustainment for AFG Programs

Allowable Costs:

- FEMA preparedness grant funds may cover repairs, replacements, maintenance contracts, warranties, and user fees if they directly support critical capabilities developed with FEMA or DHS grants.

Unallowable Costs:

- Routine upkeep (e.g., gasoline, tire replacement, oil changes, inspections, or facility maintenance) and related supplies are the recipient's responsibility and cannot be funded by the grant.

Guidelines for Maintenance Agreements, Warranties, and User Fees:

1. Grant Period Limitation:

- Maintenance agreements, service contracts, or warranties purchased with grant funds cannot extend beyond the grant's period of performance, unless:
 - The warranty is incidental to the original equipment purchase and aligns with typical coverage for such items.

2. Stand-Alone Agreements:

- Warranties or maintenance contracts for already-owned equipment cannot exceed the grant's period of performance.

3. Reasonableness:

- Extended warranties or agreements must be reasonable for the equipment's expected useful life. For example, a 10-year warranty on equipment with a 5-year lifespan is not reasonable and cannot be charged to the grant.

Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit the Federal Communications Commission website.*

Excess Funds: Guidelines and Restrictions:

FEMA expects recipients to complete awarded activities within the budget allocated. However, excess funds may remain after completing the original project described in the recipient's award. This may be due to cost savings from under-budget acquisition activities or competitive procurement processes. These excess funds are to generally be deobligated and may not be used for additional activities.

FEMA may consider exceptions if urgent and compelling needs are identified that directly relate to a demonstrated event(s) impacting the health and safety of the department's firefighters, such as a presidentially declared disaster. Requests must be submitted at least 120 days prior to period of performance expiration. NOTE: the opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment such as reduction in quantities.

Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. 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

Advance Payments:

- Recipients can receive advance payments if they:
 1. Minimize the time between receiving funds and spending them (within 30 days).
 2. Maintain financial management systems that meet federal standards (2 C.F.R. Part 200).

Requirements for Advance Payments:

- Recipients must submit invoices or purchase orders with their payment requests.

- Environmental and Historic Preservation (EHP) review must be completed before advance payments are made.

Compliance with Federal Laws:

- Recipients must follow federal laws in effect when the grant is awarded, including:
 - **Uniform Administrative Requirements** (2 C.F.R. Part 200).
 - **Cash Management Improvement Act (CMIA)** (31 C.F.R. Part 205).

Interest on Federal Funds:

- Interest accrues from the time funds are deposited into the recipient's account until they are spent on program purposes.
- For the interest rate, refer to the Treasury Current Value of Funds Rate.

Reimbursement

Reimbursement Payments:

- Reimbursement is preferred if advance payment requirements under **2 C.F.R. § 200.305** cannot be met.
- Recipients must minimize the time between receiving funds and spending them, as required by **31 C.F.R. Part 205**.

Requirements for Reimbursement Requests:

- Recipients must provide:
 1. Proof of purchase (e.g., canceled check or credit card transaction).
 2. Active SAM.gov registration.
 3. Final invoice(s).

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

Reimbursement Payment Requests:

- Recipients may submit **reimbursement payment requests** up to **120 days** after the expiration of the **Period of Performance (POP)** during the award's closeout reconciliation.
- **Reimbursement payments** are the only eligible payment requests allowed after the grant's POP has expired.

Eligibility Requirements for Reimbursement:

- The expenditure must have been **obligated** and the goods or services **received** during the active POP of the award.
- The payment request must include **clear and specific information** certifying that the liquidation of federal funds is for an obligation properly incurred during the active POP.

FEMA Review:

- FEMA may request **supporting documentation** for the reimbursement at any time for review.

By adhering to these guidelines, recipients can ensure compliance with FEMA requirements for payment requests during the closeout period.

Amendments to AFG Program Awards: Guidelines

General Expectations:

- Recipients are expected to complete their projects as awarded.
- The **AFG Program does not guarantee approval** of any deviation from the original award.
- Amendments may be approved by FEMA on a **case-by-case** basis for specific reasons.

Allowable Reasons for Amendments:

1. Extension of the Period of Performance (POP):

- Extensions are limited to 6 months and only to complete the original, unamended scope of work. (vehicles/apparatus awards may be granted additional time)
- Extensions cannot be used to utilize excess funds.
- Extension requests must be submitted 120 days prior to the period of performance expiring

2. Changes to the Award Scope:

- Changes to specific item descriptions.
- Adjustments to quantities of items or services procured.
- Retroactive approval (pre-award).
- Closeout issues.

3. Budget Changes:

- Non-closeout deobligation of funds.
- Adjustments to unit prices due to changes in quantities.

Submission Requirements:

- **Amendments must be submitted via FEMA GO.**
- Requests must include **specific and compelling justifications** for the proposed changes.
- Amendments must be submitted at least **120 days before the end of the Period of Performance (POP).**

Additional Requirements:

- Recipients must maintain an active SAM.gov registration for all amendments to be considered.

By adhering to these guidelines, recipients can ensure their amendment requests are properly submitted and have the best chance of being approved by FEMA.

Deobligation of Unused Funds: Guidelines

What is Deobligation?

- **Deobligation** refers to the return of unused funds, including:
 - Funds previously drawn down via payment requests.
 - Remaining award funding that was never requested.

Process for Deobligation:

1. Submit an Amendment in FEMA GO:

- The recipient must submit an amendment stating that the unliquidated funds are not necessary for fulfilling the grant’s obligations or mission.
- The amendment must also indicate the recipient’s understanding that the returned funds will be deobligated and will no longer be available for any future award expenses.

2. Confirmation Process:

- FEMA will confirm the deobligation amendment with all points of contact listed in the grant.

- After confirmation, FEMA will hold the approved deobligation request for 14 days to allow the recipient time to reconsider.

3. Finalization:

- Once processed, the deobligation of funds is permanent and cannot be reversed.

Impact of Deobligation:

- **Deobligation will:**
 - Decrease the **federal portion** of the grant.
 - Reduce the recipient's **Cost Share obligation**.
 -

By following this process, recipients can return unused funds in compliance with FEMA guidelines while ensuring proper documentation and understanding of the deobligation's finality.

Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. Except for state governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the Fire Grants Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF

Information current from SAM.gov as of:	05/03/2026
UEI-EFT:	LGZLHP6ZHM55
DUNS (includes DUNS+4):	078217668
Employer Identification Number (EIN):	620694743
Organization legal name:	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF
Organization (doing business as) name:	
Mailing address:	P.O. BOX 196300 NASHVILLE, TN 37219-6300
Physical address:	1 PUBLIC SQ NASHVILLE, TN 37201-
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 01/04/2026

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	Nashville Fire Department
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Main address of location impacted by this grant

Main address 1	5244 Hickory Hollow Pkwy
Main address 2	
City	Antioch
State/territory	TN
Zip code	37013

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In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Davidson County

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type:

Fire Department/Fire District

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

No

What kind of organization do you represent?

All Paid/Career

How many active firefighters does your department have who perform firefighting duties?

854

How many of your active firefighters are trained to the level of Firefighter I or equivalent?

0

How many of your active firefighters are trained to the level of Firefighter II or equivalent?

854

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

No

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

Meets NFPA or 1582 standard

Meets NTSB or DOT standard

Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?

1500

Does your department have a Community Paramedic program?

No

Does your organization protect critical infrastructure of the state?

Yes

Please describe the critical infrastructure protected below.

The Nashville Fire Department (NFD) protects far more than burning buildings. As an all-hazards emergency response agency, NFD is responsible for safeguarding a wide range of critical infrastructure, public venues, transportation systems, and high-risk facilities throughout Nashville and Davidson County. Some of the major infrastructure categories NFD protects include: Transportation Infrastructure Major interstate corridors (I-24, I-40, I-65, Briley Parkway) Rail corridors and rail yards Nashville International Airport Cumberland River commercial and recreational traffic Bridges and tunnels Public transit facilities and bus terminals These locations present risks ranging from hazardous materials incidents to mass-casualty transportation accidents. Entertainment and Sports Venues Nissan Stadium (2030 Super Bowl) Bridgestone Arena (Predators) Broadway Entertainment District Major concert venues Convention facilities Outdoor festivals and special events (CMA Fest) These venues require extensive planning for fire protection, crowd management, medical response, hazardous materials monitoring, and terrorism prevention. Critical Utilities Electrical substations Water treatment and distribution facilities Natural gas infrastructure Telecommunications and data facilities Emergency communications systems Failures at these locations can affect large portions of the city and require specialized response capabilities. Healthcare Infrastructure Major hospitals Trauma centers Long-term care facilities Medical office complexes NFD EMS and Special Operations personnel work closely with healthcare partners to maintain continuity of care during emergencies and disasters. Government and Public Safety Facilities (State Capitol) Metro government buildings Emergency Operations Centers Law enforcement facilities Fire stations Courts and detention facilities These facilities are essential to maintaining government operations during disasters and major incidents. Industrial and Hazardous Materials Facilities Chemical storage sites Fuel storage facilities Manufacturing plants Warehouses Hazardous materials transportation hubs NFD's nationally recognized Hazardous Materials Team protects these locations and responds to chemical, biological, radiological, nuclear, explosive, and hazardous materials incidents. The department earned Type I CBRNE/WMD/HAZMAT

accreditation in 2023. Waterways and Marine Infrastructure Cumberland River Marinas and docks Commercial river traffic Dams and flood-control infrastructure NFD's Marine Section and specialized rescue teams respond to incidents involving vessels, flooding, and water rescues. Specialized High-Risk Infrastructure NFD's Special Operations Division is specifically organized to protect and respond to incidents involving: Hazardous Materials Technical Rescue Urban Search and Rescue (TN-TF2) Marine Operations Tennessee Helicopter Aquatic Rescue Team (TN-HART) Homeland Security and Domestic Preparedness missions.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **19532**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **14**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2026**

Fiscal Year	Operating budget
2026	\$228,109,000.00
2025	\$212,784,500.00
2024	\$206,465,600.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

88

Does your department have any rainy day reserves, emergency funds, or capital outlay?

No

What percentage of the declared operating budget is derived from the following	2026	2025	2024
Taxes	100	100	100
Bond issues	0	0	0
EMS billing	0	0	0
Grants	0	0	0
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0	0	0
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

The Nashville Fire Department (NFD) serves as the primary all-hazards emergency response agency for the metropolitan area of Nashville-Davidson County, Tennessee. NFD protects a rapidly growing urban population, critical infrastructure, major entertainment districts, professional sports venues, healthcare facilities, transportation corridors, and numerous nationally significant special events. The department's responsibilities continue to expand as the city experiences unprecedented growth, increased tourism, and a higher operational tempo for both routine emergencies and large-scale special events. Despite these increasing demands, the department faces significant budgetary constraints that limit its ability to procure specialized equipment and technology necessary to protect responders and the public. Current mayor has reduced our funding by \$3,600,000.00. Like many municipal agencies across

the country, NFD must compete for limited local funding against numerous essential public services including education, transportation, public works, housing initiatives, and other governmental priorities. While the city remains committed to supporting public safety, available funding is often directed toward maintaining existing staffing levels, replacing aging apparatus, and meeting daily operational requirements, leaving limited resources available for specialized equipment purchases. The equipment requested through this AFG application represents a critical operational need that cannot be addressed through the department's current operating budget. Existing funding sources have been insufficient to meet this requirement due to inflationary pressures, increased equipment costs, supply chain challenges, and competing municipal priorities. These financial constraints are beyond the control of the department and are not the result of poor fiscal planning or management. Rather, they are a reflection of the economic realities facing local governments nationwide as they attempt to balance growing service demands with finite taxpayer resources. NFD has actively pursued alternative funding opportunities, including local budget requests, state grant programs, homeland security funding streams, and regional partnerships. However, these efforts have either been unsuccessful, insufficient to meet the identified need, or have funding restrictions that prevent their use for the specific equipment requested under this application. Additionally, available grant funding is highly competitive and often prioritized toward broader regional initiatives, leaving critical departmental needs unmet. Without AFG assistance, the department would likely be forced to delay acquisition of this equipment for several budget cycles, increasing operational risk to firefighters, special operations personnel, and the citizens we serve. Delaying replacement or acquisition would negatively impact responder safety, operational effectiveness, and the department's ability to meet nationally recognized standards and best practices. The requested funding directly aligns with the intent and purpose of the Assistance to Firefighters Grant Program by enhancing firefighter safety and reducing risk to both emergency responders and the public. The project will provide essential resources that improve the department's ability to prevent injuries and fatalities. AFG funding would enable NFD to acquire critical equipment that would otherwise remain unfunded, ensuring that firefighters and special

operations personnel have the tools necessary to operate safely and effectively in today's increasingly complex emergency environment. The grant would have an immediate and measurable impact on responder safety, operational efficiency, and community resilience while directly supporting the core mission and objectives of the AFG Program.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver? **No**

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant? **No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose? **No**

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2025	2024	2023
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	2	3	5
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	40	12	260
Ambulances for transport and/or emergency response.	35	15	100
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	14	5	95
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	6	0	30
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	6	2	30
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	1	0	2

How many ALS Response vehicles are in your fleet? **35**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **No**

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served **City**

What type of community does your organization serve? **Urban**

13

What percentage of your primary response area is protected by hydrants?

100

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	15
Commercial and industrial purposes	20
Residential purposes	65
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served?

780000

Do you have a seasonal increase in population?

Yes

What is your seasonal increase in population (number of people)?

1400000

Please describe your organization and/or community that you serve.

The Nashville Fire Department (NFD) is a full-service, all-hazards emergency response agency that serves the residents, businesses, and millions of visitors who come to Metropolitan Nashville and Davidson County each year. NFD's mission is to provide high-quality fire suppression, emergency medical services, technical rescue, hazardous materials response, and community risk reduction programs that protect life, property, and the environment. The department responds to more than 100,000 emergency incidents annually and is recognized as one of the largest fire departments in the United States. NFD protects approximately 526 square miles across Davidson County, an area that includes dense urban development, high-rise commercial districts, major entertainment venues, industrial facilities, transportation corridors, healthcare campuses, suburban neighborhoods, waterways, and wildland-urban interface areas. The department operates 39 fire stations housing 40 engine companies, 13 ladder companies, 4 heavy rescue companies, and 33 ambulances staffed by more than 1,500 firefighters, paramedics, EMTs, and support personnel. The community served by NFD is one of the fastest-growing metropolitan areas in the Southeast. Davidson

County's population is approximately 746,000 residents, with significant daytime population increases due to commuters, tourism, conventions, sporting events, concerts, and entertainment activities. Nashville is home to major healthcare systems, higher education institutions, corporate headquarters, manufacturing facilities, interstate highways, rail infrastructure, river transportation assets, and internationally recognized entertainment districts. The department's service area includes a diverse mix of risks and hazards. Firefighters and paramedics routinely respond to residential and commercial structure fires, emergency medical incidents, motor vehicle crashes, technical rescues, hazardous materials emergencies, severe weather events, flooding, and large-scale special events. NFD also provides specialized capabilities in hazardous materials response, urban search and rescue, CBRNE response, swift water rescue, helicopter rescue support, and mass casualty incident management. The department protects more than 650 high-rise buildings and supports numerous nationally significant events that draw hundreds of thousands of attendees annually. As the capital city of Tennessee and a major tourism destination, Nashville presents unique public safety challenges. NFD serves a community that includes permanent residents, a growing workforce, students, healthcare populations, and millions of visitors each year. This dynamic environment requires a highly trained, technologically advanced, and interoperable emergency response organization capable of managing routine emergencies as well as large-scale incidents involving multiple agencies and jurisdictions. In summary, the Nashville Fire Department serves a rapidly growing and diverse metropolitan community by providing comprehensive all-hazards emergency response, emergency medical care, rescue services, fire prevention, and community support programs that enhance the safety, resilience, and quality of life for everyone who lives, works, and visits Nashville and Davidson County.

Call volume

Summary	2025	2024	2023
Fire - NFIRS Series 100	3042	3048	3227
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	109	113	107
Rescue & Emergency Medical Service Incident - NFIRS Series 300	85245	84958	85171
Hazardous Condition (No Fire) - NFIRS Series 400	2840	2302	3800
Service Call - NFIRS Series 500	8456	8131	7722
Good Intent Call - NFIRS Series 600	41959	42111	40730
False Alarm & Falls Call - NFIRS Series 700	12585	12049	11176
Severe Weather & Natural Disaster - NFIRS Series 800	31	18	20
Special Incident Type - NFIRS Series 900	95	114	91
Total	154362	152844	152044

Fire

How many responses per year per category?	2025	2024	2023
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	911	933	1048
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	512	573	643
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	263	255	272
Total	1686	1761	1963

Total acreage per year	2025	2024	2023
Total acreage of all vegetation fires	6	5	4

Rescue and emergency medical service incidents

How many responses per year per category?	2025	2024	2023
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	9324	9670	10666
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	30	28	25
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	1135	1099	752
EMS-BLS Response Calls	0	0	0
EMS-ALS Response Calls	85245	84958	85171
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	85500	85486	83016
Community Paramedic Response Calls	0	0	0
Total	181234	181241	179630

Mutual and automatic aid

How many responses per year per category?	2025	2024	2023
Amount of times the organization received Mutual Aid	0	0	0
Amount of times the organization received Automatic Aid	0	0	0
Amount of times the organization provided Mutual Aid	1273	1206	1289
Amount of times the organization provided Automatic Aid	0	0	0
Of the Mutual and Automatic Aid responses, amount that were structure fires	331	292	341
Total	1604	1498	1630

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$75,000 in federal resources. **No**

Grand total: \$5,692,500.00

Program area: Operations and safety

▶	Activity: Equipment	\$3,450,000.00
▶	Activity: Personal Protective Equipment (PPE)	\$2,242,500.00

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	2	\$3,450,000.00
Personal Protective Equipment (PPE)	2	\$2,242,500.00
Total	4	\$5,692,500.00

Is your proposed project limited to one or more of the following activities ⓘ : 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.

Yes

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00

Object class categories	Total
Equipment	\$4,950,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$4,950,000.00
Indirect charges	\$742,500.00
TOTAL	\$5,692,500.00
Non-federal resources	
Applicant	\$517,500.00
State	\$0.00
Local	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$5,175,000.00
Non-federal resources	\$517,500.00
TOTAL	\$5,692,500.00
Program income	\$0.00

Contact information

Did any individual or organization assist 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?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

<p>Gina Gibbs Executive Administrator Finance</p> <p>gina.gibbs@nashville.gov</p>	<p>Primary phone 6158625192 Work</p> <p>Fax</p>	<p>Additional phones 6158625424 Work</p>
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Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2025 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SF-LLL: Disclosure of Lobbying Activities

Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

APPLICATION FOR 2025 Assistance to Firefighters Grant

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:

Chief William Swann

14A644EDC8CE446

6/4/2026

Director-Chief
Fire Department

Date



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

FREDDIE O'CONNELL
MAYOR

WALLACE W. DIETZ.
DIRECTOR OF LAW

DEPARTMENT OF LAW
METROPOLITAN COURTHOUSE, SUITE 108
P.O. BOX 196300
NASHVILLE, TENNESSEE 37219-6300
(615) 862-6341 • (615) 862-6352 FAX

June 8, 2026

Fire Grants Program
Federal Emergency Management Agency
Department of Homeland Security
firegrants@fema.dhs.org

To Whom it May Concern,

This letter serves as written notice to FEMA regarding compliance with the Debarment and Suspension clause in the grant application. That clause requires the applicant to notify FEMA if it “ha[s] had one or more public transactions (Federal, state, or local) terminated within the preceding three years for cause or default.” We provide this correspondence as a way of explanation.

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County (“Metro”) received a notification from the Centers for Disease Control and Prevention (“CDC”) that a Community Healthcare Workers grant was terminated “for cause” due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the “for cause” termination designation. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant. Subsequently, the CDC paid all grants in full. Metro interprets that to be a rescission of the termination for cause.

If you require any further information, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Wallace W. Dietz". The signature is fluid and cursive, with the first name "Wallace" being larger and more prominent than the last name "Dietz".

Wallace W. Dietz, Director of Law
Metropolitan Government of Nashville and
Davidson County

Certificate Of Completion

Envelope Id: C6905A01-44D7-8368-8002-7676EEDBEB29
Subject: Complete with DocuSign: Fire-FFY25 AssistFirefighters Grant 27-28 App Ready.pdf
Source Envelope:
Document Pages: 104
Certificate Pages: 16
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Juanita Paulson
730 2nd Ave, South 1st Floor
Nashville, TN 37219
Juanita.Paulsen@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
6/8/2026 11:43:35 AM
Security Appliance Status: Connected
Holder: Juanita Paulson
Juanita.Paulsen@nashville.gov
Pool: StateLocal

Location: DocuSign

Signer Events

Eric Jenkins
Eric.Jenkins@nashville.gov
Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Timestamp

Sent: 6/8/2026 11:55:18 AM
Viewed: 6/8/2026 12:40:36 PM
Signed: 6/8/2026 1:18:39 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Aaron Pratt
Aaron.Pratt@nashville.gov
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 6/8/2026 1:18:42 PM
Viewed: 6/8/2026 1:56:36 PM
Signed: 6/8/2026 1:56:45 PM

Electronic Record and Signature Disclosure: Accepted: 6/8/2026 1:56:36 PM ID: d84cf783-f526-419a-b764-954b03b562b7

Jenneen Reed/mjw
MaryJo.Wiggins@nashville.gov
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Sent: 6/8/2026 1:56:49 PM
Viewed: 6/8/2026 2:50:55 PM
Signed: 6/8/2026 2:51:52 PM

Electronic Record and Signature Disclosure: Accepted: 6/8/2026 2:50:55 PM ID: 529e045d-56d0-495c-9075-ba136cbf3955


Balogun Cobb
balogun.cobb@nashville.gov
Insurance Division Manager
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185


Sent: 6/8/2026 2:51:56 PM
Viewed: 6/8/2026 3:11:28 PM
Signed: 6/8/2026 3:11:34 PM

Electronic Record and Signature Disclosure: Accepted: 6/8/2026 3:11:28 PM ID: 43de37cb-d7dc-4d7f-852c-e8f9ff693268


Signer Events	Signature	Timestamp
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Abby Greer Abby.Greer@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 6/8/2026 3:11:38 PM Viewed: 6/8/2026 3:31:04 PM Signed: 6/8/2026 3:31:17 PM
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Electronic Record and Signature Disclosure:
 Accepted: 6/8/2026 3:31:04 PM
 ID: 6949336b-0ff2-45c7-9d01-6769aaec9ed2

Kristin Wilson Kristin.Wilson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 6/8/2026 3:31:22 PM Viewed: 6/8/2026 3:36:48 PM Signed: 6/8/2026 3:37:07 PM
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Electronic Record and Signature Disclosure:
 Accepted: 6/8/2026 3:36:48 PM
 ID: 28059ffa-4fc2-4425-9760-d32d922f289a

Freddie O' Connell:mt Masami.Tyson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2601:483:5100:d530:50b8:af49:3fb:5ae2 Signed using mobile	Sent: 6/8/2026 3:37:12 PM Viewed: 6/8/2026 8:32:32 PM Signed: 6/8/2026 8:32:49 PM
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Electronic Record and Signature Disclosure:
 Accepted: 6/8/2026 8:32:32 PM
 ID: cb188c3e-2259-48dd-9997-51cb8adeae45

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Angela McElrath Angela.McElrath@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; text-align: center; width: fit-content; margin: auto;"> COPIED </div>	Sent: 6/8/2026 8:32:53 PM
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Electronic Record and Signature Disclosure:
 Accepted: 11/10/2025 9:12:46 AM
 ID: b3df838b-8671-49eb-a81a-e8887ea2030a

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/8/2026 11:55:18 AM
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Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	6/8/2026 8:32:32 PM
Signing Complete	Security Checked	6/8/2026 8:32:49 PM
Completed	Security Checked	6/8/2026 8:32:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

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Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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