City of High Point

Meeting Agenda

Finance Committee

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Mayor Pro Tempore Britt Moore, Chair
Committee Members:
Monica Peters
Michael Holmes
Tim Andrew

Cyril Jefferson, Mayor (Alternate)

Thursday, October 2, 2025	4:00 PM	Council Chambers

Finance Committee - Mayor Pro Tempore Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

2025-391 **Consideration and Ratification of a Nonprofit Organization Agreement with the High Point Arts Council, Inc.**
City Council is requested to consider the ratification of a Nonprofit Organization Agreement with the High Point Arts Council, Inc. to lead the private fundraising efforts and the City's acceptance of those private sector donations for the Coltrane Project and authorize the appropriate City Official(s) to execute all necessary documents.

2025-403 **Consideration of a Purchase from Atlantic Emergency Solutions – 2026 Pierce Enforcer Pumper**
City Council is requested to consider a purchase from Atlantic Emergency Solutions in the amount of $989,619 for a 2026 Pierce Enforcer Pumper, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

2025-404 **Consideration of a Purchase from Atlantic Emergency Solutions – 2028 Pierce Enforcer Pumper**
City Council is requested to consider a purchase from Atlantic Emergency Solutions in the amount of $1,083,793 for a 2028 Pierce Enforcer Pumper and authorize the appropriate City Official(s) to execute all necessary documents.

2025-407 **Consideration of Acceptance of the Department of Homeland**

Security FY 2024 Staffing for Adequate Fire and Emergency Response Grant (SAFER)
City Council is requested to consider acceptance and for the city to enter into an agreement with the DHS for the federal share of the FY 2024 SAFER Grant, to approve the budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

2025-405 **Consideration of a Purchase from Interstate Transportation Sales & Service, Inc.**
City Council is requested to consider a purchase from Interstate Transportation Sales & Service, Inc. in the amount of $511,905.47 for four (4) Coach and Equipment Metal 22-foot light transit vehicles and authorize the appropriate City Official(s) to execute all necessary documents.

2025-408 **Consideration of Sale of City Owned Property – 103 Old South Ct.**
City Council is requested to adopt the resolution accepting the offer of $17,600 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. §160A-269.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration and Ratification of a Nonprofit Organization Agreement with the High Point Arts Council, Inc.

FROM:
Greg Ferguson
Deputy City Manager

MEETING DATE:
October 2, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Nonprofit Organization Agreement

PURPOSE: To ratify an agreement authorizing the High Point Arts Council, Inc. to fundraise and collect private sector funds, which will then be donated to the City, for the Coltrane Project (as defined below).

BACKGROUND: The City owns 118 Underhill Street, on which the childhood home of jazz legend John Coltrane sits (the "Coltrane House"). On August 18, 2025, the City committed up to two hundred thousand dollars ($200,000.00) to be used for the rehabilitation and restoration of the Coltrane House for future use and operation contingent upon first, the completion of a request for proposal process to satisfactorily identify an entity to operate and program the space, and second, the securing of at least two hundred thousand dollars ($200.000.00) in matching funds from the private sector, to be used towards the final construction costs necessary to obtain a certificate of occupancy for the Coltrane House.

On August 29, 2025, the City executed a Nonprofit Organization Agreement with the High Point Arts Council, Inc. to lead the private fundraising efforts. This was done to allow fundraising to occur at the John Coltrane International Jazz and Blues Festival held August 30-31, 2025.

BUDGET IMPACT: The City will appropriate the funds from the private sector fundraising, via a budget ordinance amendment, after the $200,000 goal has been reached.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider the ratification of a Nonprofit Organization Agreement with the High Point Arts Council, Inc. to lead the private fundraising efforts and the City's acceptance of those private sector donations for the Coltrane Project and authorize the appropriate City Official(s) to execute all necessary documents.

NONPROFIT ORGANIZATION AGREEMENT

This **NONPROFIT ORGANIZATION AGREEMENT** ("Agreement") is made on 08/29/2025 ("Effective Date"), by and between the City of High Point, a North Carolina municipal corporation ("City"), and High Point Arts Council, Inc., a North Carolina nonprofit corporation ("Organization") (City and Organization hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS, the City owns 118 Underhill Street in High Point, REID 190894, on which the childhood home of jazz legend John Coltrane sits (the "Coltrane House");

WHEREAS, the City intends to work with community partners to rehabilitate and restore the Coltrane House for future use and operation (the "Coltrane Project");

WHEREAS, on August 18, 2025, the City committed up to two hundred thousand dollars ($200,000.00) to be used for the Coltrane Project contingent upon first, the completion of a request for proposal process to satisfactorily identify an entity to operate and program the space, and second, the securing of at least two hundred thousand dollars ($200.000.00) in matching funds from the private sector, to be used towards the final construction costs necessary to obtain a certificate of occupancy;

WHEREAS, the Organization is nonprofit corporation, organized and operated exclusively for exempt purposes as set forth in section 501(c)(3) of the Internal Revenue Code;

WHEREAS, for over sixty years the Organization has funded, programmed, and advocated for the arts in High Point with the mission to keep art alive, accessible, and advance the arts in our High Point, and regularly fundraises for arts related community projects;

WHEREAS, the Organization has agreed to provide administrative services for private sector fundraising as set forth in **Exhibit A** ("Services"), attached hereto and incorporated herein by reference; and

WHEREAS, the City has determined that the Organization is capable of providing the Services, it is in the public's interest for the Organization to do so, and the Services are in furtherance of a public purpose that the City is authorized by law to engage in.

NOW, THEREFORE, the City and the Organization, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. RESPONSIBILITIES OF THE ORGANIZATION

A. Provision of the Services. The Organization shall provide the Services as set forth in **Exhibit A**.

B. Compliance with Law. The Organization shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services. The Organization shall not discriminate in any manner based on a protected class.

C. E-Verify. The Organization certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Organization also certifies that it will require that all of its subcontractors that provide any of the Services comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

D. No Debarment. The Organization represents and warrants to the City that it is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

SECTION II. RESPONSIBILITIES OF THE CITY

A. Administrative Fee. Once the Organization raises two hundred thousand dollars ($200,000.00) in private sector contributions for the Coltrane Project, the City agrees for the Organization to collect a five percent (5%) fee to cover administrative costs for the provision of the Services (the "Administrative Fee").

SECTION III. RELATIONSHIP BETWEEN THE PARTIES

A. Independent Contractor. The Organization is an independent contractor. The Organization, its employees, subcontractors, suppliers, and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. This Agreement shall not under any circumstances be construed to make the City and the Organization joint venturers, partners, or parties to similar relationships with each other.

SECTION IV. TERM AND TERMINATION

A. Term. This Agreement begins upon the Effective Date and runs until the completion of the Services.

B. Termination for Convenience by the City. The City may terminate this Agreement for the convenience of the City. If this Agreement is terminated for convenience by the City, the Organization shall be paid, or allowed to retain, such funds that reflect the portion of Services satisfactorily provided by the Organization through the date upon which written notice of the City's termination is sent to the Organization.

C. Provisions that Survive. Notwithstanding subsections A. and B. of this section, Organization's obligations under Section V. shall survive the expiration or termination of this

Agreement.

SECTION V. REPORTING AND AUDITS

A. Reporting Schedule and Form. During the Term of this Agreement, the Organization shall submit monthly written progress reports to the City showing the private contributions collected each month and in total. All reporting shall be directed to the City Manager's Office.

B. Audits. The City may, in its sole discretion, require the Organization to provide an audit of the private sector contributions for the Coltrane Project. Such an audit must be conducted in accordance with generally accepted accounting principles by a certified public accountant.

SECTION VI. DISCLAIMER, INDEMNIFICATION, AND INSURANCE

A. Disclaimer of Liability. Under no circumstances will the City be liable for the Organization's provision of the Services.

B. General Indemnification. To the fullest extent allowed by law, the Organization shall indemnify, hold harmless, and defend the City, its employees, agents, and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Organization's provision of the Services.

C. Insurance. The Organization shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect during the entire term of this Agreement, commercially reasonable insurance coverage.

D. The City as Additional Insured. The City, its employees, agents, and representatives shall be listed as an additional insured on all insurance coverages procured by the Organization pursuant to this Agreement.

E. Certificates of Insurance. The Organization shall, prior to the Organization's provision of the Services, provide properly completed certificates of insurance showing the existence and effective dates of all coverages, to be attached hereto as **Exhibit B**.

SECTION VII. MISCELLANEOUS

A. Entire Agreement, Conflicting Provisions. This Agreement, together with all exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any exhibit, attachment, or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail.

B. Captions and Headings. The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.

C. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

G. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

H. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

I. Representation of Authority. Any individual executing this Agreement on behalf of the Organization hereby represents and warrants that he or she is, on the date he or she signs this Agreement, is duly authorized by all necessary and appropriate action to execute this Agreement on behalf of the Organization and does so with full legal authority.

Separate signature pages to follow

IN WITNESS WHEREOF, the City and the Organization have caused this Agreement to be executed by their duly authorized representatives.

ORGANIZATION

Catena Bergevin

By: 73F6F5C36A2FDBDA4EB83ED2B501A635 contractworks.

Printed Name: Catena Bergevin

Title: **President/Executive Director**

THE CITY OF HIGH POINT

By: Tasha Logan Ford
B43E07167B077FC08A53CE3CEFC4C9D3 contractworks.

Tasha Logan Ford, City Manager

Preaudit Certificate

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Bobby Fitzjohn
BB0A0449DDBEACDE4DF56386107C46DB contractworks.

Bobby Fitzjohn, Finance Officer

Exhibit A

to Nonprofit Organization Agreement

Services to be Provided by the Organization

The Organization shall fundraise, including but not limited to advertising, soliciting, and collecting private sector funds to be used for the Coltrane Project. The private sector fundraising goal is $200,000.00 (the "Private Sector Goal"). When the Private Sector Goal is met, the Organization shall send those funds to the City, less the Administrative Fee.

If the Organization exceeds the Private Sector Goal, it shall send any and all funds collected for the Coltrane Project to the City. The City may use funds in excess of the Private Sector Goal for the use, operation, and programming of the Coltrane House, which may include interior and/or exterior cosmetic work, ongoing maintenance, or other appropriate work in furtherance of the Coltrane Project.

If the Organization does not meet the Private Sector Goal, in the City's sole discretion, the Organization will either send the private funds collected to the City or return the funds to the donors.

The Organization is responsible for proper recordkeeping, legal, and tax compliance.

Exhibit B

to Nonprofit Organization Agreement

Certificate of Liability Insurance

See next page(s).

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
JONES AND PEACOCK, INC. 1812 Eastchester Drive High Point NC 27265	CONTACT NAME: Sandra Byerly PHONE (A/C, No, Ext): (336) 889-8282 FAX (A/C, No): (336) 889-2338 E-MAIL ADDRESS: sandra@jonesandpeacock.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Cincinnati Casualty Company	28665
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

High Point Arts Council, Inc.
121 S Centennial St
High Point NC 27260-5213

COVERAGES **CERTIFICATE NUMBER:** CL2562305198 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			EPP 0406645	11/06/2024	11/06/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							SPCEV	$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of High Point 211 S Hamilton Street High Point NC 27260	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

CITY OF HIGH POINT
AGENDA ITEM

CITY OF high point.

TITLE: Consideration of a Purchase from Atlantic Emergency Solutions - 2026 Pierce Enforcer Pumper

FROM:
Brian Evans
Fire Chief

MEETING DATE:
October 2, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Picture - Pierce 2026
2. Budget Ordinance Amendment
3. HGAC Contract
4. Bid Recommendation Form

PURPOSE: Using the Houston-Galveston Area Council (HGAC) cooperative contract, the High Point Fire Department requests Council's approval for the purchase of a 2026 Pierce Enforcer Pumper fire apparatus to replace a 2017 Pierce Enforcer fire apparatus that was damaged in an accident.

BACKGROUND: This purchase is intended to replace an apparatus that was unfortunately damaged in an accident that occurred in July 2025. The previous equipment was rendered unusable due to the impact, and this replacement is necessary to ensure continued operations and prevent disruptions. The 2026 Pierce Enforcer apparatus has a purchase price of $989,619.00. Upon receipt of the purchase order, the expected delivery could range from 390 to 480 days.

BUDGET IMPACT: Existing appropriations will cover a portion of the purchase price. A budget ordinance amendment appropriating $848,412 in general fund reserves is included with this item to cover the remaining cost.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Atlantic Emergency Solutions in the amount of $989,619 for a 2026 Pierce Enforcer Pumper, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.


9
HIGH POINT
FIRE DEPT.
FIRE RESCUE

"AN ORDINANCE AMENDING THE 2025-2026 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE GENERAL FUND RESERVES FOR THE PURCHASE OF A FIRE APPARATUS

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates $848,412 in general fund reserves to assist in the purchase of a fire apparatus to replace an apparatus that was damaged in an accident in July 2025.

Section 2. The 2025-2026 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Fund expenditures be amended as follows:

Fire Apparatus	$848,412

(B) That the following General Fund revenues be amended as follows:

Fund Balance	$848,412

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 6th day of October 2025

____
Cyril Jefferson, Mayor

ATTEST

____
Sandra Keeney, City Clerk

HGACBuy	**CONTRACT PRICING WORKSHEET** **For MOTOR VEHICLES Only**	**Contract No.:**	**FS12-23**	**Date Prepared:**	9/24/2025

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of High Point	**Contractor:**	Atlantic Emergency Solutions
Contact Person:	Chief Brian Evans	**Prepared By:**	Kaleb Fike
Phone:	336-883-3358	**Phone:**	724-454-9965
Fax:		**Fax:**	757-369-0651
Email:	brian.evans@highpointnc.gov	**Email:**	kfike@atlanticemergency.com

Product Description	23P-105	**August 2025 Pricing**	**Enforcer Pumper 750 tank, 1500 pump 1023**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$966,751.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$45,545.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$323.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	**X Subtotal of A + B + C:**	$1,012,619.00	=	**Subtotal D:**	$1,012,619.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	**Subtotal E:**	$2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
50% Payment Discount	**-$25,000.00**	**Contract Discount**	
		Subtotal F:	-$25,000.00

Delivery Date:	**12/1/2026**	**G. Total Purchase Price (D+E+F):**	$989,619.00

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Fire

COUNCIL AGENDA DATE: October 06, 2025

BID NO.:

CONTRACT NO.: FS-12-23

DATE OPEN:

DESCRIPTION:

Pierce Enforcer Contract Purchase

PURPOSE:

High Point Fire Department request purchase of a 2026 Pierce Enforcer fire apparatus to replace a 2017 Pierce Enforcer fire apparatus that was damaged in an accident.

COMMENTS:

The 2026 Pierce Enforcer apparatus has a purchase price of $989,619.00

RECOMMEND AWARD TO: Atlantic Emergency Solutions

AMOUNT: $989,619.00

JUSTIFICATION:

This purchase is intended to replace an apparatus that was unfortunately damaged in an accident that occurred in July 2025. The previous equipment was rendered unusable due to the impact, and this replacement is necessary to ensure continued operations and prevent disruptions.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Brian A. Evans Digitally signed by Brian A. Evans Date: 2025.09.24 13:45:27 -04'00'

DATE: 09/23/25

The Purchasing Division concurs with recommendation submitted by the ______ **and recommends award to the lowest responsible, responsive bidder** ______ **in the amount of $** ______.

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:
(For City Council Approval Only)

DATE:

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Purchase from Atlantic Emergency Solutions - 2028 Pierce Enforcer Pumper

FROM:
Brian Evans
Fire Chief

MEETING DATE:
October 2, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Picture - Pierce 2028
2. HGAC Contract
3. Bid Recommendation Form

PURPOSE: Using the Houston-Galveston Area Council (HGAC) cooperative contract, the High Point Fire Department requests Council's approval for the purchase of a 2028 Pierce Enforcer fire apparatus to replace a 2008 Pierce Arrow XT fire apparatus due to age, hours, and mileage of apparatus.

BACKGROUND: In accordance with the National Fire Protection Association (NFPA) 1901, Standard Automotive Fire Apparatus High Point Fire Department recognizes the significance of a 15-year Fleet Replacement Plan for fire apparatus.

The Fire Department is currently using one (1) 2008 Pierce Arrow XT Pumper as a front-line apparatus. This apparatus has combined over 150,000 road miles and 13,000 pump/engine hours that is used daily for emergency response throughout the City and contracted service agreement areas.

Upon delivery of the new pumper, the 2008 Pierce Arrow XT Pumper will be transferred to reserve status.

The 2028 Pierce Enforcer apparatus has a purchase price of $1,083,793.00. Upon receipt of the purchase order, the expected delivery could range from 930 to 1020 days.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Atlantic Emergency Solutions in the amount of $1,083,793 for a 2028 Pierce Enforcer Pumper and authorize the appropriate City Official(s) to execute all necessary documents.


9
HIGH POINT
FIRE DEPT.
FIRE RESCUE
Safety
Commitment
Excellence
Since 1890

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	9/24/2025

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of High Point	Contractor:	Atlantic Emergency Solutions
Contact Person:	Chief Brian Evans	Prepared By:	Kaleb Fike
Phone:	336-883-3358	Phone:	724-454-9965
Fax:		Fax:	757-369-0651
Email:	brian.evans@highpointnc.gov	Email:	kfike@atlanticemergency.com
Product Description	23P-105	August 2025 Pricing	Enforcer Pumper 750 tank, 1500 pump 1023

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$966,751.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$169,577.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$3,465.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$1,139,793.00	=	Subtotal D:	$1,139,793.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
50% Payment Discount	-$58,000.00	Contract Discount	
		Subtotal F:	-$58,000.00

Delivery Date:	**4/1/2028**	**G. Total Purchase Price (D+E+F):**	$1,083,793.00

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Fire

COUNCIL AGENDA DATE: October 6, 2025

BID NO.: CONTRACT NO.: FS12-23 DATE OPEN:

DESCRIPTION:

Pierce Enforcer Fire Apparatus Contract Purchase

PURPOSE:

High Point Fire Department request purchase of a 2028 Pierce Enforcer fire apparatus to replace a 2008 Pierce Arrow XT fire apparatus due to age, hours, and mileage of apparatus

COMMENTS:

The 2028 Pierce Enforcer apparatus has a purchase price of $1,083,793.00

RECOMMEND AWARD TO: Atlantic Emergency Solutions AMOUNT: 1,083,793.00

JUSTIFICATION:

In accordance with the National Fire Protection Association (NFPA) 1901, Standard Automotive Fire Apparatus, the City of High Point, adopted a 15-year Fleet Replacement Plan for fire apparatus.

The Fire Department is currently using one (1) 2008Pierce Arrow XT Pumper as a front-line apparatus. This apparatus has combined over 150,000 road miles and 13,000 pump/engine hours that is used daily for emergency response throughout the City and contracted service agreement areas.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	53301			1,083,793.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Brian A. Evans Digitally signed by Brian A. Evans Date: 2025.09.24 13:53:32 -04'00' DATE: 09/23/25

The Purchasing Division concurs with recommendation submitted by the ______ **and recommends award to the lowest responsible, responsive bidder** ______ **in the amount of $** ______.

PURCHASING MANAGER: DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:
(For City Council Approval Only)

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of Acceptance of the Department of Homeland Security FY 2024 Staffing for Adequate Fire and Emergency Response Grant (SAFER)

FROM:
Brian Evans
Fire Chief

MEETING DATE:
October 2, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Budget Ordinance Amendment
2. Grant Award Letter

PURPOSE: Acceptance of grant award and enter into an agreement with the Department of Homeland Security (DHS) for the federal share of Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

BACKGROUND: The City of High Point was awarded $3,332,597.40 in federal funding for the hiring of 24 additional firefighters. This grant funded by the U.S. Department of Homeland Security, is specifically designed to support the recruitment and retention of emergency responders, ensuring our fire department is staffed and equipped to respond to the growing needs of our community.

The city will be responsible for a 25% local match for the first two years of the grant, and a 65% local match in year three. Funding in the fourth year and beyond is the full responsibility of the city. The table below shows the funding breakdown by year.

Fiscal Year	Federal Share	City Share	Total
FY 2025-26	$1,351,053	$450,351	$1,801,404
FY 2026-27	$1,351,053	$450,351	$1,801,404
FY 2027-28	$630,491	$1,170,913	$1,801,404
Total	**$3,332,597**	**$2,071,615**	**$5,404,212**

Additional local funds are needed for uniforms and personal protective equipment (PPE) for the positions totaling $306,000.

BUDGET IMPACT: A budget ordinance amendment is included with this item appropriating the cost of the first year of the grant. The proposed amendment appropriates general fund reserves for the local match and operating funds. Funding for years two and three of the grant will be included in future annual operating budgets.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider acceptance and for the city to enter into an agreement with the DHS for the federal share of the FY 2024 SAFER Grant, to approve the budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

“AN ORDINANCE AMENDING THE 2025-2026 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FEDERAL GRANT REVENUES AND GENERAL FUND RESERVES FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates $756,351 in general fund reserves and $1,351,053 in federal grant revenue for year one of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Section 2. The 2025-2026 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Fund expenditures be amended as follows:

Operating Expenses	$306,000
Transfer to Special Revenue Fund	450,351
	$756,351

(B) That the following General Fund revenues be amended as follows:

Fund Balance	$756,351

(C) That the following Special Revenue Fund expenditures be amended as follows:

Salaries and Benefits (Fire)	$1,801,404

(D) That the following Special Revenue Fund revenues be amended as follows:

United States Department of Homeland Security	$1,351,053
Transfer from General Fund	450,351
	$1,801,404

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 6th day of October 2025

____
Cyril Jefferson, Mayor

ATTEST

____
Sandra Keeney, City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/24/2025

Brian Evans
CITY OF HIGH POINT
PO BOX 230 211 S. HAMILTON STREET
HIGH POINT, NC 27261

EMW-2024-FF-01214

Dear Brian Evans,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of $3,332,597.40 in Federal funding.

As a condition of this award, you are required to contribute non-Federal funds equal to or greater than the non-Federal share percentage in the following table:

Year	Non-Federal Share: Percentage of Actual Costs	Federal Share: Percentage of Actual Costs
First Year	25%	75%
Second Year	25%	75%
Third Year	65%	35%

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response
Recipient: CITY OF HIGH POINT
UEI-EFT: UVJAHE7H36N6
Award number: EMW-2024-FF-01214

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program’s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Position Cost Limit

The usual cost of a first-year firefighter in your department at the time your application was submitted was $1,801,404.00. The maximum amount of Federal funding provided to the recipient is limited to the following:

Year	Federal Funding Cap Percent	Federal Funding Cap Amount per Firefighter
First Year	75%	$1,351,053.00
Second Year	75%	$1,351,053.00
Third Year	35%	$630,491.39

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	$1,224,512.64	$1,224,512.64	$1,224,512.64	$3,673,537.92
Fringe benefits	$576,891.36	$576,891.36	$576,891.36	$1,730,674.08
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Indirect charges	$0.00	$0.00	$0.00	$0.00
Federal	$1,351,053.00	$1,351,053.00	$630,491.40	$3,332,597.40
Non-federal	$450,351.00	$450,351.00	$1,170,912.60	$2,071,614.60
Total	$1,801,404.00	$1,801,404.00	$1,801,404.00	$5,404,212.00

Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FF NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

Social Security - 3,903.14 Health Insurance - 10,843.00 Workers Compensation - 1,887.79 Pension Plan - 7,321.57 Employee Life Insurance - 81.64 Total =24,037.14 per F/T firefighter position

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
24	$51,021.36	$24,037.14	$75,058.50

3 YEAR TOTAL
$5,404,212.00

Agreement Articles

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response
Recipient: CITY OF HIGH POINT
UEI-EFT: UVJAHE7H36N6
Award number: EMW-2024-FF-01214

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Article 59	**Non-Applicability of Specific Agreement Articles**

Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.
Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government’s decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12 **Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13 **Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14 **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15 **Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16 **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 17 **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**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.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) 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. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) 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 (iii) 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 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 **Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 **Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification**

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 **Award Performance Goals**

FEMA will measure the recipient’s performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Article 56 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 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 term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

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.

3. 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.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the 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 the 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 the pass-through entity may terminate the federal award in its entirety.

5. 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 the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity 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.

7. Opportunities to Object and Appeals

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.

8. Effects of Suspension and Termination

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.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 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 in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through 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).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58 **Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.

2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59 **Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled "Termination of the Federal Award", or "Termination of the Federal Award (Updated)" applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FF-01214	N/A	566000231	AWARD	WX02142N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF HIGH POINT 211 S HAMILTON ST HIGH POINT, NC 27260	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Brian Evans	3366897713	Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
09/24/2025	OTHER - FEMA GO	COST SHARING	03/23/2026 to 03/22/2029 **Budget Period** 03/23/2026 to 03/22/2029

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FF	97.083	2025-FF-GF01 - P410-xxxx-4101-D	$0.00	$3,332,597.40	$3,332,597.40	$2,071,614.60
		Totals	$0.00	$3,332,597.40	$3,332,597.40	$2,071,614.60

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) **Stacey Street, Deputy Assistant Administrator Grants Program Directorate**	**DATE** **09/24/2025**

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Purchase from Interstate Transportation Sales & Service, Inc.

FROM:
Angela Wynes
Transit Manager

MEETING DATE:
October 2, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Bid Recommendation Form

PURPOSE: The Transit Division is currently using one (1) 20-foot light transit vehicle and three (3) 22-foot light transit vehicles that need to be replaced due to age and high mileage. The replacement vehicles can be purchased through the NCDOT Contract 54-SG-05062022.

BACKGROUND: The Transit Division's existing light transit vehicles require replacement due to their age and mileage. Interstate Transportation Sales & Service, Inc. is the dealer representing the manufacturer, Coach and Equipment Manufacturing Corporation. The total cost for the four vehicles is $511,905.47.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Interstate Transportation Sales & Service, Inc. in the amount of $511,905.47 for four (4) Coach and Equipment Metal 22-foot light transit vehicles and authorize the appropriate City Official(s) to execute all necessary documents.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Transportation / Transit

COUNCIL AGENDA DATE: 10/6/2025

BID NO.: NCDOT Contract CONTRACT NO.: 54-SG-05062022 DATE OPEN:

DESCRIPTION:

Purchase four (4) lift-equipped small buses, referred to as light transit vehicles (LTVs).

PURPOSE:

One bus replaces a small bus that was totaled in an accident in 2018. The remaining three vehicles will replace active vehicles that have exceeded their useful lives. Four vehicles will allow the ACCESS service to have a spare vehicle.

COMMENTS:

RECOMMEND AWARD TO: Interstate Transportation Equipment, Inc AMOUNT: $511,905.47

JUSTIFICATION:

Interstate Transportation Equipment is the NCDOT contract vendor for the purchase of these vehicles. Using the NCDOT contract allows us to take advantage of cost savings compared to procuring this single vehicle ourselves.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
441999	532302	441203300245	R1204	$820,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Greg Venable Digitally signed by Greg Venable Date: 2025.09.28 08:24:09 -04'00' DATE: 9/28/2025

The Purchasing Division concurs with recommendation submitted by the ______ **and recommends award to the lowest responsible, responsive bidder** ______ **in the amount of $** ______.

PURCHASING MANAGER: DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:
(For City Council Approval Only)

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of Sale of City Owned Property – 103 Old South Ct.

FROM:
City Attorney's Office

MEETING DATE:
October 2, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Resolution

PURPOSE: For City Council to authorize the sale of City owned property in accordance with North Carolina General Statute ("N.C.G.S.") § 160A-269.

BACKGROUND: The City has received the following offer to purchase City-owned property:

Offeror	Property Address	Guilford County REID	Acreage	Current Use	Offer Amount
Sultan Tahrkheli	103 Old South Court	194396	0.13	Vacant	$17,600.00

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to adopt the resolution accepting the offer of $17,600 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. §160A-269.

RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR THE SALE OF REAL PROPERTY

WHEREAS, the City of High Point ("City") owns certain real property, more particularly described as 103 Old South Court, Guilford County REID 194396, consisting of approximately 5,662 square feet or 0.13 acre in size (the "Property");

WHEREAS, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the property;

WHEREAS, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made to the City Council;

WHEREAS, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City owned real property subject to direction from the City Council and approval by the City Manager;

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of seventeen thousand six hundred dollars ($17,600.00), submitted by Sultan Tahrkheli; and

WHEREAS, Sultan Tahrkheli has paid the required five percent (5%) deposit on the offer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that:

Section 1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk or her designee shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer, using the form provided by the City, to City Clerk's Office within 10 (ten) days after the notice of sale is published. At the conclusion of the 10-day period, the City's Real Estate Coordinator shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk or her designee shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

Section 5. A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing offer by not less than ten percent (10%) of the first one thousand dollars ($1,000.00) of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the Property.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in the form of a cashier's check or money order made payable to the City of High Point. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

Section 7. The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed, and the buyer must pay with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the Property.

Section 8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Section 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the Property to Sultan Tahrkheli.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 6th day of October, 2025.

CITY OF HIGH POINT

By: ______________________________
Cyril Jefferson, Mayor

Attest: ________________________
Sandra Keeney, City Clerk