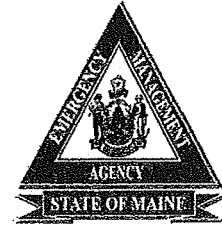




STATE OF MAINE
PAUL R. LePAGE
GOVERNOR
BG DOUGLAS A. FARNHAM
COMMISSIONER

STATE OF MAINE
DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY
MANAGEMENT
MAINE EMERGENCY MANAGEMENT AGENCY
72 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0072
PHONE: 207-624-4400/800-452-8735
FAX: 207-287-8178



PETER ROGERS
ACTING DIRECTOR

October 12, 2017

Roger Audette, Fire Chief/EMA Director
City of Augusta
16 Cony Street
Augusta, Maine 04330

Dear Chief Audette:

I am pleased to notify you of the City of Augusta's Federal FY2017 Homeland Security Grant Program funding award through the Maine Emergency Management Agency (MEMA). I am pleased to award \$117,299.07 in order to improve preparedness and response capabilities for Homeland Security related events in the State of Maine.

The funding is available for the performance period beginning **September 1, 2017, through August 31, 2020**, or once funds are completely drawn down for eligible expenses, whichever occurs first. Eligible expenses are those listed within your attached Memorandum of Understanding (MOU).

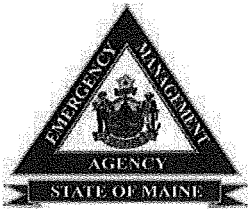
In order to move forward with the FY2017 funding, MEMA requests that you sign and return the attached MOU, as well as verify the Municipal DUNS number in the Sub-Recipient Transparency Act Grant Reporting Information sheet (Appendix D), and complete and return the Federal Funding Accountability and Transparency Act (FFATA) grant reporting questionnaire (Appendix E) within **20 days of receipt** of this letter. As well, the annual NIMS Compliance Survey must be completed and returned to MEMA.

I congratulate you on this important funding award and look forward to continuing to work with you to improve Maine's preparedness and response capabilities. Please do not hesitate to contact me if you have any questions regarding this grant award notice.

Sincerely,


Peter J. Rogers
Acting Director

U. S. Department of Homeland Security
FFY2017 State Homeland Security Grant Program
Grant Number: EMW-2017-SS-00052 CFDA Number: 97.067
Grant Period: 9-1-17 to 8-31-20



MAINE EMERGENCY MANAGEMENT AGENCY MEMORANDUM OF UNDERSTANDING

Sub-Recipient Name: City of Augusta
Sub-Recipient Contact: Roger Audette
MEMA Program Manager: Garret Hubbard
Sub-Recipient Email: roger.audette@augustamaine.gov
MEMA Program Manager Email: garret.hubbard@maine.gov
MEMA Grant Email: hsgrants.maine@maine.gov

Federal Awarding Agency: FEMA
Grant Performance Year: HSGP17
Grant Identification #: EMW-2017-SS-00052
CFDA #: 97.067
DUNS #: 071740468
CONTRACT #: CT 20170830*0851

Award Amount: \$117,299.07
Program Performance Period: 09/01/17-08/31/20
MOU Effective Date: 09/01/2017
MOU Termination Date: 08/31/2020
Vendor Customer #: VC1000006668

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between the STATE OF MAINE, acting through and by its MAINE EMERGENCY MANAGEMENT AGENCY (hereinafter referred to as "MEMA"), an agency of state government with its principal administrative offices located at 45 Commerce Drive, Suite 2, Augusta, Maine, with a mailing address at 72 State House Station, Augusta, Maine 04333-0072, and City of Augusta, non-federal agencies (hereinafter referred to as "Sub-Recipient"), with its principal place of business located at 16 Cony Street, Augusta, Maine 04330.

The following checked attachments are hereby incorporated into this Memorandum of Understanding:

- Appendix A – MEMA General Conditions
- Appendix B – The DHS General Terms and Conditions 2017 & Agreement Articles
- Appendix C – Application
- Appendix D – Sub-Recipient Transparency Act
- Appendix E – Sub-Recipient Federal Funding Accountability and Transparency Act (FFATA)
- Appendix F – Sub-Recipient Property & Equipment Report

MEMA and the Sub-Recipient, in consideration of the mutual promises set forth in this Memorandum of Understanding, hereby agree as follows:

A. The Scope of Work. The Sub-Recipient agrees to complete all work as detailed in the attached Application, Budget Worksheet, Budget and Program Narratives, in accordance with all MEMA guides and/or manuals.

• Public Safety Radio Repeaters ¹	• Fire Department HS Training
• Law Enforcement (LETPP) Training	•

¹ Consult with MEMA SWIC prior to start of project. Includes Repeaters and Mobile Radios. Repeaters, if not mobile, will require a FEMA Approved EHP prior to start of project

B. Memorandum of Understanding. The Sub-Recipient agrees to be bound by the terms and requirements of the MEMA's General Conditions, DHS General Terms & Conditions and Agreement Articles contained within this MOU as appendix A and B, and including any related modifications, which are hereby incorporated by reference. MEMA as the pass-through entity may terminate the sub award per the terms of the Federal Award as well as the Federal Requirements per 2 CFR §200.339 (Termination)

C. Time. This Memorandum of Understanding shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. Work cannot continue after the expiration date listed on page one of this MOU without a modification in place to extend the Memorandum of Understanding.

D. Representations. By signing below, the sub-recipient hereby represents that to the best of their knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in this Memorandum of Understanding documents, including those in the MEMA General Conditions, DHS General Terms & Conditions as well as the Agreement Articles are still complete and accurate as of the date of this Memorandum of Understanding.
2. The sub-recipient knows of no legal, contractual, or financial impediment to entering this Memorandum of Understanding.
3. The sub-recipient certifies to the best of its knowledge and belief that it and all persons associated with the agreement:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation by any federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph D.3.b of this MOU.
 - d. Have not within a three-year preceding this MOU had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - e. The Sub-recipient further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.
4. The person signing below is legally authorized by the sub-recipient to sign this Memorandum of Understanding on behalf of the sub-recipient and to legally bind the sub-recipient to the terms of this Memorandum of Understanding.
5. If FEMA Environmental and Historic Preservation (EHP) approval is necessary, costs incurred prior to receiving such approval will not be reimbursed.
6. The sub-recipient agrees the list of employees on the application will be effect for the duration of the federal grant period, otherwise, any personnel change will be reported on MEMA's MOU Modification Form.
7. Any sub-recipient who expends a total of \$750,000 or more in federal financial assistance (from all sources) is required to conduct a single or program specific audit and must submit a completed copy to MEMA
8. Work ordered under this Memorandum of Understanding must be within the terms of the General Conditions, DHS General Terms & Conditions as well as the Agreement Articles i.e. same scope, within the grant performance period dates and expiration date, and cannot exceed the maximum award amount of the

Memorandum of Understanding. Work shall not commence prior to MEMA's full execution of this Memorandum of Understanding.

9. The Sub-Recipients agree when issuing subcontracts, and all lower tier subcontracts, agreements shall contain or reference all applicable provisions of the MOU, these MEMA General Conditions, DHS General Terms & Conditions as well as the Agreement Articles and the applicable federal provisions.
10. MEMA, as the State Administrative Agency for Operation Stonegarden, (hereinafter referred to as "OPSG") as the grant recipient will retain the funds in an administrative capacity, acting as the fiduciary agent. The signatory County, Local, Tribal & state law enforcement agencies are drawing from the full amount of the County award, whereas MEMA will not draw any funds from the County award for any costs, management, administrative or otherwise. Receipt of this MOU and subsequent signatures by MEMA, County, local, tribal and state enforcement agencies, along with the FEMA/CBP approved Campaign Plan, constitutes a 100% pass-through of the awarded County funds.
11. No reimbursement for operations is allowed unless covered by a CBP Houlton Sector Headquarters approved operation/fragmentary order. County, Local, and Tribal law enforcement agencies will request reimbursement for approved operational costs from MEMA directly by utilizing the process and forms described in the "Maine Emergency Management Agency Sub-Recipient Finance Guidebook" published March 2016. State Law Enforcement agencies will request reimbursement through their respective service centers

IN WITNESS, WHEREOF, the Sub-Recipients, for itself, its successors and assigns, hereby execute this Memorandum of Understanding and thereby binds itself to all covenants, terms, and obligations contained in the grant documents.

Dated this _____th day of October, 2017.

MAINE EMERGENCY MANAGEMENT AGENCY

CITY OF AUGUSTA

Peter J. Rogers, Acting Director

PRINT NAME, TITLE

PRINT NAME, TITLE



MAINE EMERGENCY MANAGEMENT AGENCY GENERAL TERMS AND CONDITIONS

Agreement

These general terms and conditions contains information on preparedness grants funding provided by FEMA to state, local, territorial and tribal governments in the form of non-disaster grants. Preparedness grants helps to lessen the effects of disaster on the lives and property of the people of the State of Maine through leadership, coordination, and support in the four phases of emergency management: mitigation, preparedness, response and recovery.

The sub-recipient shall furnish or provide services necessary to complete programs in accordance with these terms and conditions and the Maine Emergency Management Agency's (MEMA) requirements, as outlined in MEMA's Memorandum of Understanding (MOU).

General Provisions

The FY 2017 DHS General Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2017. The terms and conditions of DHS financial assistance awards flow down to sub-recipients, unless a particular award term or condition specifically indicates otherwise.

<https://www.fema.gov/media-library/assets/documents/114331>

Conflict of Interest

In the use of these grant funds, officials or employees of state or local units of government and non-governmental recipients/sub-recipients shall avoid any action that might result in or create the appearance of the following:

- a. Using his or her official position for private gain
- b. Giving preferential treatment to any person
- c. Losing complete independence or impartiality
- d. Making an official decision outside official channels
- e. Adversely affecting the confidence of the public in the integrity of the government or the program.

Representation by MEMA

By signing the MOU, MEMA's signatory represents that, to the best of their knowledge, the sub-recipient (or any of its representatives) has not been required, as a condition of obtaining an MOU to:

- a. Pay or agree to pay any firm, person or organization any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out the terms of the MOU and any related contracts.
- b. MEMA's employees and other representatives act solely as representatives of MEMA when conducting and exercising authority granted to them under the MOU. Such persons have no liability either personally or as Department employees to the sub-recipient for the implantation of the MOU.

Representation by Sub-Recipient

By signing the MOU, the signatory represents that they are a duly representative of the sub-recipient and neither they nor the sub-recipient have not been required, as a condition of obtaining an MOU:

- a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the sub-recipient) to solicit or secure the MOU and related contracts.
- b. Pay or agree to pay any firm, person or organization any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out the terms of the MOU and any related contracts.

- c. Have not within three years of submitting the application for this MOU been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Have not within a three (3) year period preceding this application or proposal had one or more federal, state or local government transactions terminated for cause or default.

Priority of Conflicting Contract Documents

If the sub-recipient discovers any error, omissions, conflict, or discrepancy related to the MOU or applications that may significantly affect the cost, quality, conformity, or timeliness of the work; the sub-recipient must notify MEMA within five (5) business days. The parties agree that the following components of the MOU documents shall control in the following descending order of priority:

- a. Potential Change Notices
- b. Modification to the Memorandum of Understanding
- c. Memorandum of Understanding and Appendices
- d. General Conditions

General Scope of Work

The MOU's are to be considered federally funded, unless expressly stated otherwise in the MOU or appendices. As a federally funded MOU, it is governed by all Federal requirements set forth in these General Conditions and all related appendices.

Standards

All Work, to the extent applicable, shall conform to the appropriate, related, current editions of the following publications, including, but not limited to:

- a. Notices of funding opportunities
- b. Annual MEMA grant application guidance
- c. 2 CFR 200
- d. NIMS ICS
- e. Federal Terms and Conditions specific to award

Sub-Recipient Responsibilities

Compliance Agreement

The sub-recipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by MEMA. Failure to comply could result in a "Stop Payment" being placed on the grant.

Notice to Proceed

Following the execution of the MOU, MEMA will issue a contract number. This number should be referenced on all related invoicing and correspondence to MEMA. The fully executed contract and 'written notice to proceed' will be sent to the sub-recipient, who may then commence work. The sub-recipient will not be compensated for any work done prior to the receipt of a written notice to proceed.

Performance

This grant may be terminated or fund payments discontinued by MEMA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by MEMA. In the event the sub-recipient fails to perform the services described herein and has previously received financial assistance from MEMA, the sub-recipient shall reimburse MEMA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-recipient has previously received financial assistance, the sub-recipient shall proportionally reimburse MEMA for payments made.

Reporting

During the course of the award, the sub-recipient shall submit to MEMA a semi-annual performance/program report of accomplishments from the preceding six months. The progress report shall be used to keep the grant program manager informed about program status and issues and used as a basis for grant reporting. These reports shall be submitted to MEMA regardless whether or not payments are due. Failure to submit could result in non-payment of the invoice, or a determination for cause of default. In addition to the semi-annual review, the annual NIMS survey will be submitted to MEMA as part of the THIRA process and training and exercise reports and statistics should be continually updated through D4H. Exercise reporting shall follow the HSEEP requirements.

Written Approval of Changes

All requests for additional services or changes in scope must be submitted in writing to the Grants Program Manager outlining both the scope and cost utilizing MEMA's Potential Change Notice Form. MEMA will execute the Potential Change Notice after both MEMA and the sub-recipient agree on the services to be performed and the cost. The sub-recipient shall not proceed with the work until a written modification has been executed by MEMA.

Time

The sub-recipient shall perform its work in accordance within the timeframes set forth in the MOU. If during the process of the work it is necessary to change or extend a date because of circumstances beyond the sub-recipient's control, a request in writing shall be made to the grant program manager within (10) days of the circumstances giving rise to the change. This request will include an estimate of any additional cost.

Claims

The sub-recipient agrees not to bring any claims for damages sought by its sub-recipients against MEMA and hereby indemnifies and holds MEMA harmless against any claims arising from its failure to coordinate and manage its subcontractors from any and all claims or liabilities arising from work performed by a sub-recipient. Subcontracting does not alter the sub-recipient's obligations under the MOU.

Flow Down

All sub-recipient subcontracts, and all lower tier subcontracts, shall contain or reference all applicable provisions of the MOU, these General Conditions, and the applicable federal provisions.

Compensation and Payments

Financial Responsibility

The financial responsibility of sub-recipient must be such that the sub-recipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located
- c. The accounting system should provide accurate and current financial reporting information
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

Allowable Costs

The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in 2 CFR Part 200 and in the Grant Notice of Funding Opportunity.

<https://www.fema.gov/media-library/assets/documents/101236>

All equipment expenditures must appear on the Department of Homeland Security's Allowable Expenditures List

(AEL) for the fiscal year covered by these grant funds.

<https://www.fema.gov/media-library/assets/documents/101566>

Purchase of Weapons and Weapons Accessories is not allowed under HSGP, SERC or EMPG programs.

PROHIBITED EQUIPMENT – Grant funds may not be used for purchase of Prohibited Equipment. Refer to IB 407 "Use of Grant Funds for Controlled Equipment" for a complete Prohibited Equipment List. Consult with the grant program manager for further details.

<http://www.maine.gov/mema/finance/>

Utilization and Payment of Grant Funds

Funds awarded are to be expended only for purposes and activities covered by the grant recipients approved project plan and budget. Items must be in the sub-recipient's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Submission of Invoices

Invoices will be generated using MEMA's standard disbursement invoice voucher. The sub-recipient will submit invoices by email to the following mailboxes:

EMPG empggrants.maine@maine.gov

HSGP hsgrants.maine@maine.gov

OPSG hsgrants.maine@maine.gov

SERC maine.serc@maine.gov

Invoices shall be accompanied by supporting documentation including but not limited to receipts, and timesheets. Additionally, ensure only one program per reimbursement voucher.

No Inflation Adjustments/Interest

No payments due the sub-recipient shall be adjusted for inflation. No interest shall be due or payable on any payment due the sub-recipient, regardless of any statement on the billing invoice.

Recording and Documentation of Receipts and Expenditures

Sub-recipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc. Sub-recipients must maintain appropriate inventory controls and must submit a completed Property & Inventory Report form to MEMA no less than once every two (2) years.

Direct Expenses

Direct expenses such as telephone, tolls, reproduction costs, and travel costs shall be billed at actual costs, mileage and per diem will be billed in accordance with the guidance set forth below. MEMA does not allow any mark-up on direct expenses. Mileage shall be reimbursed at the current amount allowed by the State of Maine, Title 5, M.R.S.A §1541 or existing written county or local policy. Per diem shall be in accordance with the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem for meals and lodging reimbursement. All travel costs must be documented in accordance with federal regulations and must comply with the sub-recipients own travel reimbursement policies not to exceed federal per diem rates.

<http://www.gsa.gov/portal/content/104877>

- a. Meals - If it is the sub-recipient's policy to reimburse its employees utilizing per diem rates, the sub-recipient will not be required to submit receipts when invoicing MEMA at the per diem rate for meals. If the sub-recipient's policy is to reimburse employees for the actual cost of meals, the sub-recipient will be required to submit receipts when invoicing and MEMA will reimburse the sub-recipient for the actual amount up to the per diem rate.
- b. Lodging - MEMA reimbursements will not exceed the per diem amount and receipts are always required.
- c. Travel - MEMA will reimburse airfare at the economy class rate. All purchases of air travel must include written quotes that have been requested by at least three (3) qualified sources for the required itinerary. Written documentation of the quotes should include, name of agency person obtaining the quote, date and time of the quote and travel agency from which the quote was obtained.

Grant Closeout

All final reimbursements must be received by MEMA and grant funds de-obligated by the end of the performance period of the grant. Failure to de-obligate the grant in a timely manner may result in an automatic de-obligation of the grant by MEMA per 2 CFR § 200.343.

Audit Requirements

If the sub-recipient expends more than \$750,000 from all federal funding sources during the fiscal year, then said sub-recipient is required to submit an organization-wide Financial and Compliance Audit Report performed in accordance with the requirements of U.S. Government Accountability Office's government auditing standards located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Single Audit located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>. Any sub-recipient that expends less than \$750,000 in Federal awards is exempt from Federal Audit requirements for that year, but records must be available for review or audit by the Federal agency, pass-through entity (MEMA), and Government Accountability Office (GAO). The sub-recipient agrees to accept these requirements by the completion of the signature page of the Memorandum of Understanding (MOU).

Retention of Records

Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three (3) years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim or audit is resolved per 2 CFR § 200.333.a. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after the final disposition per 2 CFR § 200.333.c.

Collection of amounts due MEMA

MEMA may deduct sums otherwise due the sub-recipient for actions inconsistent with MOU requirements. Where the sums to be deducted are more than the funds otherwise due the sub-recipient, the sub-recipient shall remit all amounts due MEMA within thirty (30) days.

MEMA reserves the right to be reimbursed by the sub-recipient for the following:

- a. Overpayments or incorrect payments identified by audit findings
- b. Costs that due to actions by sub-recipient, are found to be ineligible for federal/state funding.

Termination

Non-Appropriation

If MEMA does not receive sufficient funds to fund the MOU or if funds are de-appropriated, then MEMA and/or State of Maine are not obligated to make payments under the Agreement. No State funds will be substituted should Federal funds be no longer available.

Termination

MEMA may, by written order to the sub-recipient, terminate the MOU as provided in this section. Termination of the MOU shall not relieve the sub-recipient of its contractual responsibilities or the work completed prior to

termination. In case of termination, MEMA shall pay the agreed upon prices for all accepted items of work as of the date of termination.

Procurement, Property and National Environmental Policy Act (NEPA)

Procurement

Sub-Recipient must use its own documented procurement procedures which reflect the applicable state, local and or tribal laws and regulations, provided that the procurements conform to the applicable federal law and the standards identified in the General Procurement Standards, 2 CFR §§ 200.318 - 326.

The Sub-Recipient must follow the Federal procurement standards and its own procurement laws and policies. In some areas the Federal requirements may be more prescriptive, but in other circumstances the Sub-Recipients own's rules may be more strict. The sub-recipient needs to ensure compliancy with all federal and state, local, tribal laws and regulations.

<https://www.fema.gov/media-library/assets/videos/110054>

State purchasing requirements can be found at:

<http://maine.gov/purchases/index.shtml>

Construction and Renovation

Construction and Renovation are allowable under HSGP and EMPG; however, the State of Maine will not allow construction activities to be funded due to limited funding.

The following actions and improvements are allowable as non-construction activities under specific HSGP program guidance and must comply with National Environmental Policy Act (NEPA) and other relevant provisions.

- a. Improved lighting
- b. Fencing
- c. Closed-circuit television (CCTV) systems
- d. Motion detection systems
- e. Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing, provisions.

Property

Effective control and accountability must be maintained for all property acquired with federal funds. Sub-Recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Theft, destruction, or loss of property shall be reported to MEMA immediately. Sub-recipients should exercise caution in the use, maintenance, protection and preservation of such property.

- a. Equipment Reporting: Subject to the obligations and conditions set forth in 2 CFR § 200.310-316, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-recipient. Equipment is defined as non-expendable property, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-recipients must submit a completed Property & Inventory Report form to MEMA no less than once every two years per MEMA Sub Recipient Finance Guidebook and 2 CFR § 200.313.d.
- b. Equipment Use and Disposition (2 CFR § 200.313.e): Equipment shall be used by the sub-recipient in the program or project to which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the sub-recipient shall request, in writing, disposition instructions from MEMA prior to actual disposition of the property. The disposition of the equipment must be reported per MEMA Sub-Recipient Finance Guidebook and 2 CFR § 200.313.e.

National Environmental Policy Act (NEPA)

The National Environmental Policy Act of 1969 (NEPA) requires that all branches of government give proper consideration to the environment prior to undertaking any major federal action that significantly affects the environment. This also applies to grant-funded actions. NEPA does not mandate preservation, only informed decision-making.

Grant projects that include any permanent installation of equipment, construction of communications towers or antennae, base radios, repeaters, sirens, security cameras, lighting, access control and fencing, generators, etc. will likely require an Environmental and Historic Preservation (EHP) screening and may possibly require additional environmental impact studies before approval to begin spending on the project.

MEMA will identify projects which will require EHP review, however all sub-recipients are strongly encouraged to contact MEMA with any questions about EHP and whether their proposed project should go through the screening process. Sub-recipients should incorporate the time required to submit, review, and secure EHP approval into the timeline for grant projects.

Projects that proceed without EHP approval will not be reimbursed by MEMA. **Submission of an EHP request is not considered approval to move forward with a project;** the FEMA Grant Program Directorate EHP approval letter, once received by the sub-recipient, authorizes the project.

More information from on NEPA and EHP for FEMA Grant Applicants can be found at:

<https://www.fema.gov/office-environmental-planning-and-historic-preservation/national-environmental-policy-act>

The Department of Homeland Security Standard Terms and Conditions 2017

The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the 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 applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, 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. (42 U.S.C. §§ 12101–12213).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (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. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Civil Rights Act of 1964 – Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (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 and 44 C.F.R. Part 7.

Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, 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 (See 42 U.S.C. § 3601 et seq.), as implemented by the 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. § 100.201.)

Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (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 and 44 C.F.R. Part 19

Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits 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.)

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.)

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) 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.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) 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-organizations-provide-meaningful-access-people-limited and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an federal financial assistance 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 concerning the award or renewal.

National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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.

Nondiscrimination in Matters Pertaining to 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. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, 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.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

All recipients receiving federal financial assistance 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.

Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: State of Maine-Emergency Management Agency
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2017-SS-00052-S01

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Article I - Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience.

The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$3,752,000, and Operation Stonegarden (OPSG) funding in the amount of \$900,000. The following counties shall receive Operation Stonegarden subawards for the following amounts: Aroostook, \$220,000; Franklin, \$180,000; Oxford, \$170,000; Somerset, \$140,000; Washington, \$190,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article III - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article IV - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article V - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VI - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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 VII - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VIII - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IX - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article X - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, 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 XIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XIV - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XV - SAFECOM

All recipients receiving federal financial assistance 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.

Article XVI - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XVII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, 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 XVIII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIX - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 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 and 44 C.F.R. Part 7.

Article XX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (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. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, 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. (42 U.S.C. sections 12101-12213).

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the 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 may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXVII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Nondiscrimination in Matters Pertaining to 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. All 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 XXXI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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 XXXII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance 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 concerning the award or renewal.

Article XXXIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) 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-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXXIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Article XXXV - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) 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. section 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 XXXVI - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVII - 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 XXXVIII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXIX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XL - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 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 and 44 C.F.R. Part 19

Article XLI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XLII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XLIII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, 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 (42 U.S.C. section 3601 et seq.), as implemented by the 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. section 100.201.)

Article XLIV - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and/or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$4,652,000.00
Construction	\$0.00
Indirect Charges	\$0.00

Other

\$0.00

COVER SHEET

Enter information in all required field (white cells). Many cells have drop down selections. Please choose selection and do not make your own entry. When the cover, summary and project sheets are complete, save and send to MEMA at HSGrants.Maine@maine.gov. Print, sign, and submit this page by e-mail or fax.

Jurisdiction	City of Augusta Maine	
DUNS #	71740468	
Mailing Address	16 Cony Street	
City	Augusta	
State	Maine	
Zip Code	04330	

Funding Summary	# of Projects	Total Percent
HSGP	3	70.1%
LETPP	2	29.9%

Certification

The requesting jurisdiction understands that this grant will be administered on a reimbursement basis. Upon approval of this grant request, and acceptance of the grant terms and conditions specified in the Grant Award Letter and Memorandum of Understanding, the jurisdiction may incur costs against the grant award and submit invoices to MEMA for reimbursement. Payment will be made on actual costs, except that costs above the amount of the grant award will not be reimbursed. The jurisdiction further understands that all approved grant activities and purchases must be made no later than **August 31, 2020**

Signature		
Printed Name	Roger J. Audette	
County/Municipal Administrator or Chief Elected Official		

Print and sign this page. Scan and email to: HSGrants.Maine@maine.gov or FAX to 207-287-3180

PROJECT SUMMARY SHEET

Proj #	Project Title	Sub-Recipient	HSGP Budget	HSGP Spent	LETPP Budget	LETPP Spent	Remaining
1	Public Safety Radio Repeaters	City of Augusta	\$86,275.59	\$0.00	\$31,024.08	\$0.00	\$117,299.67
2	Fire Department Training	City of Augusta	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
3	Police Department Training	City of Augusta	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
4	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	0	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$96,275.59	\$0.00	\$41,024.08	\$0.00	\$137,299.67



**Sub-Recipient Transparency Act
Grant Reporting Information for Federal Awards
Greater than \$25,000**

Sub-Recipient Name:	<u>City of Augusta</u>	CONTRACT #:	<u>CT 20170830*0851</u>
Federal Awarding Agency:	<u>FEMA</u>	Award Amount:	<u>\$117,299.07</u>
Grant Performance Year:	<u>HSGP17</u>	Program Performance Period:	<u>09/01/17-08/31/20</u>
Grant Identification #:	<u>EMW-2017-SS-00052</u>	MOU Effective Date:	<u>09/01/2017</u>
CFDA #:	<u>97.067</u>	MOU Termination Date:	<u>08/31/2020</u>
DUNS #:	<u>071740468</u>	Vendor Customer #:	<u>VC1000006668</u>

Doing Business as Name if Applicable: n/a

Sub-Recipient Address: 16 Cony Street
Augusta, Maine 04330

Sub-Recipient Place of Performance: Augusta, Maine

Congressional District: 1

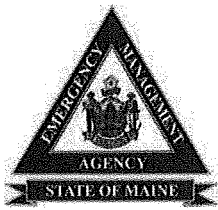
Sub-Recipient Parent DUNS (9 digit): n/a
(If different from above)

Please sign below to confirm the DUNS number, associated address and Congressional District are correct. If the information is not current, please return the form with current information and signature.

Signature

Date

Printed Name and Title



**Sub-Recipient Federal Funding Accountability & Transparency Act (FFATA)
Grant Reporting Questionnaire for Federal Funds
Greater than \$25,000.00**

Sub-Recipient Name:	<u>City of Augusta</u>	CONTRACT #:	<u>CT 20170830*0851</u>
Federal Awarding Agency:	<u>FEMA</u>	Award Amount:	<u>\$117,299.07</u>
Grant Performance Year:	<u>HSGP17</u>	Program Performance Period:	<u>09/01/17-08/31/20</u>
Grant Identification #:	<u>EMW-2017-SS-00052</u>	MOU Effective Date:	<u>09/01/2017</u>
CFDA #:	<u>97.067</u>	MOU Termination Date:	<u>08/31/2020</u>
DUNS #:	<u>071740468</u>	Vendor Customer #:	<u>VC1000006668</u>

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; **AND** 25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

(If answer is Yes, go to Q2. If answer is No, sign, date, and return questionnaire with MOU)

Yes _____ No _____

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (If answer is No, please provide name and amount of compensation for top 5 executives below.)

(If answer is Yes, sign date, and return questionnaire with MOU)

Yes _____ No _____

Executive 1 Name	_____	Compensation
Executive 2 Name	_____	Compensation
Executive 3 Name	_____	Compensation
Executive 4 Name	_____	Compensation
Executive 5 Name	_____	Compensation

Signature

Date

Printed Name and Title

