



## COUNTY OF YORK

*Robert L. Andrews  
District 1*

*Richard R. Dutremble  
Chairperson  
District 2*

*Allen R. Sicard  
Vice-Chairperson  
District 3*

*Donna L. Ring  
District 4*

*Richard Clark  
District 5*

*Gregory T. Zinser  
County Manager*

*Kathryn A. Dumont  
Assistant to the Manager*

*Linda M. Corliss  
Deputy County Manager  
Human Resource Director*

45 Kennebunk Road  
Alfred, Maine 04002

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### MEMO

**TO: Commissioners, EMA Director Cleaves**  
**FROM: County Manager Greg Zinser**  
**DATE: April 29, 2021**  
**RE: Authorization to Bid for Construction Management Services**

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Commissioners:

On February 1<sup>st</sup>, 2021, York County EMA was awarded \$400,000.00 in supplemental grant funds from Maine Emergency Management. The purpose of these funds is to renovate G and H blocks and other areas subsequently affected by construction. The end result will be a newly renovated wing for the exclusive use of EMA as a Regional Coordination Center to further the mission of the County and Emergency Management Agency.

Funding for this project is as follows:

- 1). \$400,000.00 EMPG-S grant funding
- 2). Approximately \$140,000.00\* from County government building reserves
- 3). Cash on hand in the amount of \$540,000.00
- 4). In-kind building value of \$400,000.00

\*The \$140,000.00 in County funds is eligible for an additional 1:1 match under regular EMPG grant funding, thereby bringing available project funds to \$680,000.00.

Preliminary design drawings have been completed. It is the recommendation of Lassel Architects that the County go out to bid for construction management services. This will assist us in finalizing the design and allow the construction management firm to move forward with permitting, bidding and approval of various portions of the project.

The formal request is to authorize the formal bidding/RFP for construction management services.





# MAINE EMERGENCY MANAGEMENT AGENCY GRANT CONTRACT

## EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM COVID-19 SUPPLEMENTAL

**Sub-Recipient Name:** York County  
**Sub-Recipient Point of Contact:** Arthur Cleaves  
**Sub-Recipient Point of Contact Email:** awcleaves@yorkcountymaine.gov  
**MEMA EMPG Program Manager:** Maria Hobbs  
**MEMA EMPG Program Manager Email:** maria.hobbs@maine.gov  
**MEMA Grant Email:** EMPGgrants.Maine@maine.gov

Federal Awarding Agency:	<u>FEMA</u>	Subrecipient Award Amount:	<u>\$400,000.00</u>
Grant Performance Year:	<u>EMPG-S FY20</u>	Period of Performance:	<u>1/27/20-1/26/2022</u>
Grant Identification #:	<u>EMB-2020-EP-00015</u>	Grant Contract Begin Date:	<u>1/27/2020</u>
CFDA #:	<u>97.042</u>	Grant Contract End Date:	<u>9/30/2021</u>
DUNS #:	<u>601295744</u>	Liquidation Period End Date:	<u>11/15/21</u>
Contract #:	<u>CT 20201102*1369</u>	Vendor Customer #:	<u>VC0000142900</u>

This Contract 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 place of business located at 45 Commerce Drive, Suite 2, Augusta, Maine, with a mailing address of 72 State House Station, Augusta, Maine 04333-0072, and York County, a non-federal agency (hereinafter referred to as “Subrecipient”), with its principal place of business located at 149 Jordan Spring Road, Alfred, Maine 04002.

The following attachments are hereby incorporated into this contract:

- Appendix A – MEMA General Conditions
- Appendix B – The Department of Homeland Security General Terms and Conditions 2020
- Appendix C – Subrecipient Transparency Act
- Appendix D – Subrecipient Federal Funding Accountability and Transparency Act (FFATA)
- Appendix E – Subrecipient Property & Equipment Report
- Appendix F – Approved County Application

MEMA and the Subrecipient hereby agree as follows:

1. **Time:** Upon both parties signature, this contract shall become effective as of January 27, 2020, which shall constitute the earliest date for which work may commence. Work cannot continue after the expiration date listed above without a modification in place.
2. **Reimbursement:** MEMA will reimburse 50% of the allowable and approved direct expenses within the request for reimbursement, not to exceed the Subrecipient’s award amount. Quarterly request for reimbursement must be submitted within 30 calendar days of the end of the Federal Fiscal quarter. Monthly request for reimbursement must be submitted within 30 calendar days of the following month to be in compliance with federal quarterly reporting.
3. **Terms and Conditions:** The Subrecipient agrees to be bound by the Terms and Conditions set forth in the Contract and attached Appendices. 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); and



4. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Subrecipient certifies to the best of its knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - b. Have not within three years of this contract been convicted of or had a civil judgment rendered against them for:
    - i. Fraud or a 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;
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    - iv. Have not within a three (3) year period preceding this contract had one or more federal, state or local government transactions terminated for cause or default.
  - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Each signatory below represents that the person has the requisite authority to enter into this Grant Contract. The Parties sign and cause this contract to be executed; and

I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

**YORK COUNTY**

**MAINE EMERGENCY MANAGEMENT AGENCY**

Signature: Arthur W. Cleaves  
Arthur W. Cleaves (Feb 1, 2021 13:58 EST) Date: Feb 1, 2021

Signature: Joe Legee  
Joe Legee (Feb 1, 2021 13:58 EST) Date: Feb 1, 2021

Arthur W. Cleaves  
 EMA Director  
 \_\_\_\_\_  
 Printed Name & Title

Joe Legee  
 Joe Legee, Deputy Director  
 \_\_\_\_\_  
 Printed Name & Title



# APPENDIX A

## MAINE EMERGENCY MANAGEMENT AGENCY

### GENERAL TERMS AND CONDITIONS

#### General Scope of Work

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
- c. 2 CFR 200
- d. NIMS ICS
- e. Department of Homeland Security (DHS) General Terms and Conditions
- f. FEMA Preparedness Grants Manual

#### Sub-Recipient Responsibilities

##### **Conflict of Interest**

Under 2 C.F.R. § 200.318(c)(1), non-Federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

##### **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.

##### **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 period of performance for the award, the sub-recipient shall submit to MEMA quarterly performance report of accomplishments. The progress report shall be used to keep the grant program manager informed about program status, issues, and used as a basis for grant reporting. These reports shall be submitted to MEMA regardless of whether payments are due. Failure to submit could result in non-payment of the invoice, or a determination for cause of default.



### **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 grant contract modification Form. MEMA will execute the Grant Contract Modification 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. The contract modification must be signed by both parties before execution.

### **Claims**

The sub-recipient agrees not to bring any claims against MEMA and hereby indemnifies and holds MEMA harmless against any claims arising from subrecipient's failure to coordinate and manage its vendors.

## **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.

All equipment expenditures must be listed on the Department of Homeland Security's Allowable Expenditures List (AEL) for the fiscal year covered by these grant funds.

Prohibited Equipment – Grant funds may not be used for purchase of Prohibited Equipment. Refer to the AEL, applicable Grant Program NOFO and FEMA Preparedness Grants Manual. Consult with the grant program manager for further details.

### **Utilization and Payment of Grant Funds**

Funds awarded are to be expended only for purposes and activities included in sub-recipients approved Work Plan/Application. Items must be in the sub-recipient's approved grant budget 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 Reimbursement Request Form (RRF). The sub-recipient will submit invoices by email to the following mailboxes:

EMPG [empggrants.maine@maine.gov](mailto:empggrants.maine@maine.gov)

HSGP [hsgrants.maine@maine.gov](mailto:hsgrants.maine@maine.gov)

OPSG [osg.maine@maine.gov](mailto:osg.maine@maine.gov)

SERC [maine.serc@maine.gov](mailto:maine.serc@maine.gov)

Invoices must be accompanied by supporting documentation including but not limited to receipts, timesheets, expenditures run, travel documents, approved EHP (if necessary), proof of payment.

### **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.

### **Direct Expenses**

1. Direct expenses such as telephone, tolls, reproduction costs, and travel costs will be reimbursed at actual costs. Mark-ups are unallowable and will not be reimbursed.
2. Mileage shall be reimbursed in accordance with the existing sub-recipient written policy. If the sub-recipient does not have a written policy, mileage will be reimbursed at the current State of Maine rate, Title 5, M.R.S.A §1541.
3. Per diem shall be reimbursed in accordance with the existing sub-recipient written policy. If the sub-recipient does not have a written policy, per diem, including meals and lodging will be reimbursed at the current Federal Government's General Services Administration (GSA) travel rates, receipts are required. All travel costs must be documented in accordance with federal regulations <http://www.gsa.gov/portal/content/104877>.
4. Meals shall be reimbursed in accordance with the existing sub-recipient written policy and receipts are not required as back up when invoicing MEMA. If the sub-recipient policy is to reimburse employees at actual cost, receipts are required to be submitted as back up and reimbursed at actual cost, not to exceed the per diem rate.
5. Travel airfare will be reimbursed, at the lowest rate, for an economy class rate. Sub-recipients must obtain a minimum of three (3) quotes from qualified sources according to the required itinerary. Written documentation of quotes must include the name of the travel agency and person obtaining the quote, date and time that the quote was obtained. All quotes must be attached as back up.

### **Grant Closeout**

All funds must be obligated by the end of the period of performance. All final request for reimbursements and close-out package must be received by the applicable Program Manager within 45 days of the Grant Contract expiration date. Failure to de-obligate the grant in a timely manner may result in an automatic de-obligation of the remaining grant funds.



## **Audit Requirements**

Sub-recipients which expend more than \$750,000 from all federal funding sources during the fiscal year are 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>.

Sub-recipients which expend less than \$750,000 in Federal awards are exempt from Federal Audit requirements for that fiscal year, records must be submitted annually to the finance office for review or audit by the Federal agency, pass-through entity (MEMA), Government Accountability Office (GAO), and/or the State Auditor. The sub-recipient agrees to accept these requirements by the completion of the contract signature page.

## **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 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.

## **Amounts due MEMA**

MEMA may deduct sums otherwise due the sub-recipient for actions inconsistent with contract 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.

## **Procurement, Property and National Environmental Policy Act (NEPA)**

### **Procurement**

Sub-recipients are required to conduct competitive bidding as the standard procurement method for any material purchase over \$5,000 and for any service over \$10,000.

Sub-recipients must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to the applicable Federal law and the standards identified in this part § 2 CFR 200.318.a.

All sub-recipients will follow procurement & contract standards set forth in 2 CFR §§ 200.318 - 200.326.

State purchasing requirements can be found at: <http://maine.gov/purchases/index.shtml>

### **Property Control**

Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. 2 CFR 200.303



- a. Title: 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. Non-expendable property is defined as any item 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.
- b. Use and Disposition: 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. Theft, destruction, or loss of property shall be reported to MEMA immediately. To comply with 2 CFR Part 200, equipment valued over \$5,000 must be inventoried and tracked locally and be reported to the Maine Emergency Management Agency (MEMA) Grants Management Unit for 3 years or until the item carries a depreciated value of less than \$100.

### **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>.



# 2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

## Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance 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 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 [Title 2, Code of Federal Regulations \(C.F.R.\) 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. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.



# 2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal 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 funds.

### **II. Activities Conducted Abroad**

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.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (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.

### **IV. 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.

### **V. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. 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.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (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](#) and [44 C.F.R. Part 7](#).

### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), 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



# 2020 DHS Standard Terms and Conditions

[42 U.S.C. § 3601 et seq.](#)), 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.](#))

## VIII. **Copyright**

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.

## IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. 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.

## X. **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 Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

## XI. **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.

## XII. **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. 92-318 (1972) (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](#) and [44 C.F.R. Part 19](#)

## XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 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.



# 2020 DHS Standard Terms and Conditions

- XIV. 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.)
- XV. 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](#).)
- XVI. Federal Leadership on Reducing Text Messaging while Driving**  
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.
- XVII. Fly America Act of 1974**  
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.
- XVIII. 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](#), 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*, (codified as amended at [15 U.S.C. § 2225](#).)
- XIX. 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-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XX. Lobbying Prohibitions**  
Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a 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 related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.



# 2020 DHS Standard Terms and Conditions

## **XXI. National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 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.

## **XXII. 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. 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.

## **XXIII. Non-Supplanting Requirement**

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.

## **XXIV. Notice of Funding Opportunity Requirements**

All 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.

## **XXV. Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. 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.

## **XXVI. 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. 89-272 \(1965\)](#), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) 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.

## **XXVII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (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.



# 2020 DHS Standard Terms and Conditions

## XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

### 1. General Reporting Requirements

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 this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

### 2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area.

Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.



# 2020 DHS Standard Terms and Conditions

## 4. Reporting Frequency

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
  - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## XXIX. Reporting Subawards and Executive Compensation

### 1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, [Pub. L. 111-5](#)) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
  - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
  - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.



# 2020 DHS Standard Terms and Conditions

- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov>.

## 2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
  - 1) The total federal funding authorized to date under this award is \$25,000 or more;
  - 2) In the preceding fiscal year, recipients received—
    - a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. 170.320](#) (and subawards); and
    - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at [2 C.F.R. 170.320](#) (and subawards); and
    - c) The public does not have access to information about the compensation of the executives 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. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
  - 1) As part of the recipient's registration profile at <https://www.sam.gov>.
  - 2) By the end of the month following the month in which this award is made, and annually thereafter.

## 3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
  - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
    - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 C.F.R. 170.320](#) (and subawards); and



# 2020 DHS Standard Terms and Conditions

- b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- c) The public does not have access to information about the compensation of the executives 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. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.
- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

#### 4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

#### 5. Definitions For purposes of this award term:

- a. *Entity:* means all of the following, as defined in 2 C.F.R. Part 25:
  - 1) A governmental organization, which is a state, local government, or Indian tribe.
  - 2) A foreign public entity.
  - 3) A domestic or foreign nonprofit organization.
  - 4) A domestic or foreign for-profit organization.
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive:* means officers, managing partners, or any other employees in management positions.
- c. *Subaward:* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.



# 2020 DHS Standard Terms and Conditions

- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program.
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
- 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
- 1) *Salary and bonus*.
  - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
  - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
  - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
  - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **XXX. SAFECOM**

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.

## **XXXI. Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. laws 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.



# 2020 DHS Standard Terms and Conditions

## XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

### 1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
  - 1) Engage in severe forms of trafficking in persons during the period the award is in effect.
  - 2) Procure a commercial sex act during the period that the award is in effect.
  - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
  - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
    - a) Associated with performance under this award; or
    - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

### 2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
  - 1) Associated with performance under this award; or
  - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.



# 2020 DHS Standard Terms and Conditions

## 3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
  - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
  - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

## 4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
  - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
  - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
  - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
  - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

## XXXIII. Universal Identifier and System of Award Management

### 1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or



# 2020 DHS Standard Terms and Conditions

another award term.

## 2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

## 3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
  - 1) A governmental organization, which is a state, local government, or Indian Tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization; and
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
  - 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.



# 2020 DHS Standard Terms and Conditions

**XXXIV. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

**XXXV. Use of DHS Seal, Logo and Flags**

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.

**XXXVI. Whistleblower Protection Act**

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](#).





**Appendix C**  
**Subrecipient Transparency Act**  
**Grant Reporting Information for Federal Awards**  
**Greater than \$25,000**

Doing Business as Name if Applicable: \_\_\_\_\_

Sub-Recipient Address: 149 Jordan Springs Road

Alfred Maine, 04002

Sub-Recipient Place of Performance: York County, Maine

Congressional District: 1

Subrecipient Parent DUNS (9 digit): \_\_\_\_\_  
(If different from above)

Subrecipient Parent DUNS (Registration): Current Yes \_\_\_ No \_\_\_

By signing below, I certify 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; and

I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

Signature: Arthur W. Cleaves  
Arthur W. Cleaves (Feb 1, 2021 13:58 EST)

Date: Feb 1, 2021

Arthur W. Cleaves

EMA Director

\_\_\_\_\_  
Printed Name & Title





**Appendix D**  
**Subrecipient Federal Funding Accountability & Transparency Act (FFATA)**  
**Grant Reporting Questionnaire for Federal Funds**  
**Greater than \$25,000.00**

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 the contract)

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 the contract)

Yes  No

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

Signature: Arthur W. Cleaves  
Arthur W. Cleaves (Feb 1, 2021 13:58 EST)

Date: Feb 1, 2021

Arthur W. Cleaves  
 EMA Director

\_\_\_\_\_  
 Printed Name & Title

I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).





**\*\*Applications are due by 11/16/20\*\***

<b>Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Application</b>	
<b>Entity:</b>	York County EMA
<b>Is your Entity NIMS compliant or working towards achieving NIMS compliance (Y/N)</b>	Yes
<b>Fiscal Year:</b>	FY20
<b>Subrecipient EMPG-S Award Amount:</b>	\$400,000.00
<b>Federal/Subrecipient total Amount:</b>	\$800,000.00
By signing below, I hereby certify the information contained in this Application to be true and accurate; and I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502	

Subrecipient signature: Arthur W. Cleaves Date: 11/3/2020  
Title: EMA Director

MEMA Approval: Anne Fuchs Date: 1/21/2021  
Title: Director of Mitigation, Planning, & Recovery Division

**Program Manager Comment:**  
The approved EMPG-S application is hereby incorporated in the Grant Contract as Appendix F.



**Subrecipient EMPG-S COVID-19 Program Budget**

**The total Subrecipient EMPG-S COVID-19 budgeted amount must add up to the Subrecipient Award amount listed on the Home Page tab.**

Budget Item	EMPG-S COVID-19 Budgeted Amount	EMA Personnel Name and Title (include part time employees)
Personnel	\$0.00	
Travel	\$0.00	
Training	\$0.00	
Equipment	\$0.00	
Supplies	\$0.00	
Repairs	\$0.00	
Contractual	\$0.00	
Construction	\$400,000.00	
Miscellaneous	\$0.00	
<b>Total:</b>	<b>\$400,000.00</b>	

**Subrecipient EMPG-S COVID-19 Budget Narrative**

**The Budget Narrative section must list specific items the EMPG-S COVID-19 funds will be utilized for. Entering all/potential items the funds will be utilized for assists in preventing future change in Scope of Work and/or Budget modification request.**

<b>Personnel Narrative of how costs will be utilized:</b>	
---	--

<b>Travel Narrative of how costs will be utilized:</b>	
--	--

<b>Training Narrative of how costs will be utilized:</b>	
--	--

<b>Estimated in-kind costs:</b>	\$
---------------------------------	----

<b>In-kind Narrative of how costs will be utilized:</b>	
---	--

<b>Equipment Narrative of how costs will be utilized:</b>	
---	--



<b>Supply Narrative of how costs will be utilized:</b>	
<b>Repair &amp; Maintenance Narrative of how costs will be utilized:</b>	
<b>Contractual Narrative of how costs will be utilized for existing and/or contracts to be executed:</b>	
<b>Construction Narrative of how costs will be utilized:</b>	<p>The funds will be spent to demolish walls and renovate an existing unused wing in our facility to create a collaboration center for local and state Public Health. This will include electrical, heating and cooling systems. This project is an Emergency Proctive Measure related to the COVID 19 disaster as well as future events.</p>
<b>Miscellaneous costs:</b>	

**Subrecipient EMPG-S COVID-19 Scope of Work**

**In the field below please provide the Scope of Work Narrative. Please utilize the second box if there is an additional Scope of Work.**

For the renovation interior walls and prison doors need to be removed to convert space into offices. Electrical systems need to be replaced and upgraded as well as heat and cooling systems. Windows will need to be replaced. Remove central wall to add a future training or meeting space. This project is an Emergency Proctive Measure related to the COVID 19 disaster as well as future events. Plans will be attached.



**Subrecipient EMPG-S COVID-19 Training**

**In the field below please add Trainings that will be held as a direct result of COVID-19:**

<b>Name of Training (direct result of COVID-19)</b>	<b>Desired outcome/goal(s)</b>	<b>Goals achieved</b>

**Subrecipient EMPG-S COVID-19 Scope of Work**

<b>Reporting period dates</b>	<b>Progr</b>
TBD	A



**Updates**

**Business update**

**is needed**

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**From:** Gregory T Zinser  
**Sent:** Tuesday, March 16, 2021 9:59 AM  
**To:** Kathryn A Dumont  
**Subject:** Fwd: York County Administrative Building

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

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**From:** Arthur W Cleaves <[awcleaves@yorkcountymaine.gov](mailto:awcleaves@yorkcountymaine.gov)>  
**Sent:** Monday, March 15, 2021 10:29:16 AM  
**To:** Gregory T Zinser <[gtzinser@yorkcountymaine.gov](mailto:gtzinser@yorkcountymaine.gov)>  
**Subject:** Fw: York County Administrative Building

***Arthur W. Cleaves***

Director  
York County Emergency Management  
[awcleaves@yorkcountymaine.gov](mailto:awcleaves@yorkcountymaine.gov)  
[207.324.1578](tel:207.324.1578) Office  
[207.400.4312](tel:207.400.4312) Cell

---

**From:** Harbour, Lance <[lance.harbour@fema.dhs.gov](mailto:lance.harbour@fema.dhs.gov)>  
**Sent:** Monday, March 8, 2021 5:29 PM  
**To:** Arthur W Cleaves <[awcleaves@yorkcountymaine.gov](mailto:awcleaves@yorkcountymaine.gov)>; Hobbs, Maria <[Maria.Hobbs@maine.gov](mailto:Maria.Hobbs@maine.gov)>  
**Subject:** RE: York County Administrative Building

Good Evening Art,

Thank you for sending the appraisal. Just to verify my understanding of the project:

- The appraised area is a donation provided by the county to the EMA
- You intend to use the appraised value of the donation as in-kind match toward the renovation of the square footage in question?
- Now that you are just doing the renovation and no construction, what is the new cost of the project?

I don't see an issue with the donated value being used as in-kind match based on my understanding of the project.

Thanks,

Lance



Lance D. Harbour  
Lead Grants Management Specialist | DHS/FEMA Region 1  
Office: (617) 956-7544 | Mobile: (617) 513-9734  
[lance.harbour@fema.dhs.gov](mailto:lance.harbour@fema.dhs.gov)

Federal Emergency Management Agency  
[fema.gov](http://fema.gov)



# FEMA

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**From:** Arthur W Cleaves <[awcleaves@yorkcountymaine.gov](mailto:awcleaves@yorkcountymaine.gov)>  
**Sent:** Friday, March 5, 2021 9:30 AM  
**To:** Harbour, Lance <[lance.harbour@fema.dhs.gov](mailto:lance.harbour@fema.dhs.gov)>; Hobbs, Maria <[Maria.Hobbs@maine.gov](mailto:Maria.Hobbs@maine.gov)>  
**Subject:** York County Administrative Building

Good Morning Maria and Lance,  
I'm forwarding the value of the area that will be renovated to serve as match for the EMPG-S federal funding. Could you please respond once you have reviewed?  
Thanks very much -- I really appreciate all your help with this project.



# BROKER OPINION OF VALUE





# Broker Opinion of Value

## 143 Jordan Springs Road, Alfred



Prepared for:  
Greg Zinser  
York County

Prepared by:  
Jessica Estes  
The Boulos Company  
One Canal Plaza, Suite 500, Portland, ME 04101

Use of Report: Evaluation for decision-making  
Effective Date: 2/23/2021  
Client: York County

### 1 CURRENT LISTING INFORMATION

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<b>Address:</b>	143 Jordan Springs Road, Alfred ME
<b>Owner of Record:</b>	County of York
<b>Building Size:</b>	17,324 ± SF total Subject area: 2,790± SF
<b>Lot Size:</b>	3.82± AC
<b>Map/Lot:</b>	Map 3, Lot 52
<b>Age:</b>	Constructed in 1978
<b>Construction:</b>	Concrete block
<b>Utilities:</b>	Public
<b>Parking:</b>	Ample paved parking onsite
<b>Zoning:</b>	Wellhead Protection District 3
<b>Assessment:</b>	\$3,011,860 per assessors card
<b>Taxes:</b>	\$n/a

Sales, Rents, Operating Expenses Information Gathering	Provided by owner and online research
Comparable Sales/Rental Information	Received from various internal and external databases
Valuation Approaches	Sale Comparison Approach

## 5 HIGHEST AND BEST USE CONCLUSION

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The highest and best use of the portion of the facility we are evaluating is renovation to office, to provide support for York County operations.

## 6 VALUATION ANALYSIS

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The subject area is approximately 2,790± SF per the plans provided by the owner’s representative. We reviewed sales of industrial condos and free standing properties in secondary / tertiary locations across Maine and New Hampshire to determine value.

## 7 SALES COMPARISONS

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Refer to **Exhibit 1** attached

**High** sale price: \$ 201.22 per square foot

**Low** Sale price: \$ 125.18 per square foot

**Average** sale price: \$ 161.65 per square foot

## 8 USE AND ZONING

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The property is located in the Wellhead Protection District, which permits limited opportunities for new construction.

## 9 PROPERTY INSPECTION METHOD

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Personal visit

Inspection of applicable plans and records.



## 10 LOCAL MARKET CONDITIONS

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Despite the market pressures brought on by the pandemic known as COVID-19, Southern Maine continues to experience robust demand in many sectors of real estate. Industrial, residential and investment properties are in highest demand. Urban office and retail space represents the downside of the market, but we anticipate a return to normal conditions in late 2021 or early 2022.

## 11 NEIGHBORHOOD DESCRIPTION

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Alfred is located in the geographic center of York County, Maine's southernmost county, which borders the State of New Hampshire to the south and West, Cumberland County (Maine's largest) to the North East, and Oxford County to the North.

York county is highly desirable for home buyers due to its proximity to neighboring states and employment centers. It offers a pristine and picturesque coastline, as well as charming rural communities. Alfred is part of the latter. While Alfred does not have the robust commercial districts featured in neighboring towns, its location, access to fresh waterways and ponds, and rural lifestyle are a draw to the area.

## 12 SOURCES OF INFORMATION

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The following was used in the analysis of this property:

- Yes  No Maine Real Estate Information Service
- Yes  No City/Town Assessor Record
- Yes  No Loopnet/New England Commercial Property Exchange
- Yes  No The Boulos Company proprietary property database

## 13 OPINION OF VALUE

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In measuring the value of the subject property, we evaluate a number of variables. These variables are then juxtaposed with the comparable sales and current competition to arrive at an opinion of value.

### 149 Jordan Springs Road

- Location:** Jordan Springs Road, also known as Route 4, is a significant connector artery in Alfred leading southeast to Sanford, and north to the center of Alfred and Route 202.
- Visibility:** Excellent.
- Parking:** Ample onsite paved parking

<b>610 Augusta Road Topsham, ME</b>	<b>3,000</b>	<b>\$580,000</b>	<b>\$193.33</b>	<b>10/26/2020</b>
<b>1190 Orion Street Brunswick, ME</b>	<b>4,200</b>	<b>\$545,000</b>	<b>\$129.76</b>	<b>1/14/2020</b>
<b>1 Commercial Drive West Lebanon, NH</b>	<b>2,620</b>	<b>\$410,000</b>	<b>\$156.49</b>	<b>3/18/2019</b>
<b>789 Warren Ave Portland</b>	<b>3,460</b>	<b>\$595,000</b>	<b>\$171.97</b>	<b>3/1/2021</b>
<b>1189 NH-3A Bow, NH</b>	<b>2,816</b>	<b>\$352,500</b>	<b>\$125.18</b>	<b>6/22/2020</b>



**Building Condition:** The building envelope appears to be in excellent condition. Having been constructed as a penitentiary, it is a concrete block construction with a brick exterior.

**Parcel Size:** 3.82 ± AC

**Appraised Value:** \$n/a

**Sale Comparable Data:** High: \$201.25  
Low: \$125  
Average: \$101.64

The subject property is located on a flat, easily accessible and highly visible stretch of Jordan Springs Road in Alfred, also known as Route 4. It boasts high ceilings, light from transom windows near the roofline and solid construction.

Prices of industrial properties in the area have sometimes eclipsed \$175 per square foot. However, this property will need some renovation, so we feel the value on a per square foot basis is \$150 per foot, based on its size, location and construction.

\$150 / SF x 2,760 SF = \$414,000

**FINAL VALUE OPINION**

**\$414,000**

**Four Hundred Fourteen Thousand Dollars**

Sincerely,



Jessica Estes  
Partner, Designated Broker

**Exhibit 1 – Comparable Industrial Sales**

Address	Building Size (SF)	Sale Price	Price Per SF	Sale Date
7 Tolend Road , Barrington NH	3,375	\$519,000	\$153.78	1/8/2021
245 Gorham Road Scarborough, ME	4,100	\$825,000	\$201.22	12/18/2020







### 3 PREVIOUS SALE DATA

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N/A

### 4 SCOPE OF WORK PREPARING THE REPORT

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Level of Inspection	On-site visit, January 12, 2021 Subsequent records search and evaluation
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**Description:** A former county penitentiary facility on 3.82 acres

**Condition:** Variable. Structure appears to be in excellent condition. Some areas have been converted into modern office space and a portion of the building is in original condition and in need of renovation.

**Use:** York County offices

## 2 PROPERTY PHOTOS

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