

**South Portland City Council
Position Paper of the Interim City Manager**

Subject:

ORDER #76-16/17 – Accepting a 2016 Homeland Security Grant of \$179,107.16 from the Maine Emergency Management Agency. Passage requires majority vote.

Position:

The City filed a grant application to the Maine Emergency Management Agency (MEMA) for funds from the Department of Homeland Security. On September 23, 2016, we received notice from MEMA Director Bruce Fitzgerald of the \$210,150 grant we applied for, we are eligible for grant funding in the amount of \$179,107.16. The Homeland Security Grant Program (HSGP) share is \$132,763.25 and will be used for training and equipment. The Law Enforcement Terrorism Prevention Program (LETPP) Share is \$46,343.92.

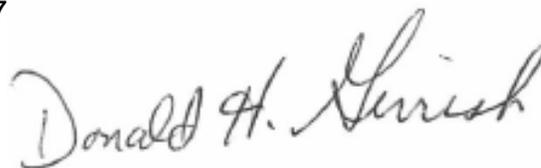
The City has been fortunate to receive these grants for a number of years. The following amounts have been received since 2007:

2007	\$292,522.00
2008	\$297,728.00
2009	\$310,725.00
2010	\$328,115.90
2011	\$227,500.08
2012	\$107,722.89
2013	\$164,090.79
2014	\$177,893.45
2015	\$167,719.36

Included is a memorandum from Fire Chief Jim Wilson regarding this item. He will be at Monday's meeting to answer any questions.

Requested Action:

Council passage of ORDER #76-16/17



Interim City Manager



FIRE DEPARTMENT

JAMES P WILSON
CHIEF OF DEPARTMENT

TELEPHONE
(207) 799-3314

E-MAIL
JWILSON@SOUTHPORTLAND.ORG

October 18, 2016
Don Gerrish, Interim City Manager
25 Cottage Road
South Portland, ME 04106

Dear Don:

The City of South Portland, through the Office of Emergency Management, the Fire Department and Police Department requested Homeland Security grant funds for the federal FY 2016 budget year. We have been the recipient of these funds since FY 2003. On September 23rd we were notified that the city has been awarded \$179,107.16.

This grant was approved in the following manner, \$46,343.92 for Law Enforcement specific projects, and \$132,763.25 for other Homeland Security preparedness and response initiatives. The City of South Portland is considered a Metro region by Maine Emergency Management agency. This designation provides for a direct allocation based on our risks and responsibilities.

The equipment and training that we have acquired over the past decade has been instrumental in providing for our community's safety. Communications and safety equipment upgrades have been our largest investments in the past few years. The Police and Fire Department annually uses these funds to send several of our employees out of state for advanced training.

There is **no** cash match required for this funding and we have until August 31, 2019 to expend these funds. I would respectfully ask that you forward this grant to our City Council for acceptance as required.

Sincerely,

James P. Wilson
Fire Chief / Emergency Management Director

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: 207-287-3178



BRUCE FITZGERALD
DIRECTOR

September 23, 2016

James Wilson, Fire Chief/EMA Director
City of South Portland
684 Broadway
South Portland, Maine 04106

Dear Chief Wilson:

I am pleased to notify you of the City of South Portland's Federal FY2016 Homeland Security Grant Program funding award through the Maine Emergency Management Agency (MEMA). I am pleased to award \$179,107.16 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, 2016, through August 31, 2019**, 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 FY2016 funding, MEMA requests that you sign and return the attached MOU, as well as verify the County 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; you can find a copy labeled "2016 NIMS Data Collection Spreadsheet" on our website at <http://www.maine.gov/mema/finance/> under the HSGP tab.

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,

A handwritten signature in black ink, appearing to read 'Bruce Fitzgerald'.

Bruce F. Fitzgerald
Director

U. S. Department of Homeland Security
FFY2016 State Homeland Security Grant Program
Grant Number: EMW-2016-SS-00080 CFDA Number: 97.067
Grant Period: 9-1-16 to 8-31-19



MAINE EMERGENCY MANAGEMENT AGENCY MEMORANDUM OF UNDERSTANDING

Sub-Recipient Name: City of South Portland
Sub-Recipient Point of Contact: James Wilson
Sub-Recipient Point of Contact Email: jwilson@southportland.org
MEMA Program Manager: Garret Hubbard
MEMA Program Manager Email: garret.hubbard@maine.gov
MEMA Grant Email: hsgrants.maine@maine.gov

Federal Awarding Agency: HSGP
 Grant Performance Year: 2016
 Grant Identification #: EMW-2016-SS-00080
 DUNS #: 958135717
 CFDA #: 97.067

MOU Budget: \$179,107.16
 MOU Expected Reimbursement: \$179,107.16
 Performance Start Date: 9/1/16
 Performance Expiration Date: 8/31/19
 Vendor Customer #: VC0000126978

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 04333-0016, and **CITY OF SOUTH PORTLAND**, a non-federal agency, (hereinafter referred to as “Sub-Recipient”), with its principal place of business located at 20 Anthoine Street, South Portland, ME 04106.

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

- Appendix A – MEMA General Conditions
- Appendix B – The Department of Homeland Security General Terms and Conditions 2016
- Appendix C – Application, Budget Worksheet, Budget and Program Narrative
- 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.

• EOC Supplies	• RRT/HazMat technician training ¹
• RRT and Specialty team training ²	• Law enforcement hand computing devices
• Law enforcement respirator	• EMS ballistic body armor
• EMS/RRT defibrillator	• Portable and mobile radios
• Repeaters*	• RRT Team equipment ³

¹ Includes USAR, State-wide and Anniston/Nevada Tech training with BF/OT

² Includes USAR, State-wide and Anniston/Nevada Tech training with BF/OT

³ SCBA, bottle replacement, detection multi-sensor, wireless devices, computer hand devices

* Consult with MEMA HSGP program manager as EHP may be required

- B. Memorandum of Understanding.** The sub-recipient agrees to be bound by the terms and requirements of the MEMA's General Conditions, dated September 1, 2016, and including any related modifications, which are hereby incorporated by reference. MEMA may unilaterally terminate this MEMA for default, cause or convenience.
- 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 General Conditions 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 into 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 Change Notice 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, 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-recipient agrees when issuing subcontracts, and all lower tier subcontracts, agreements shall contain or reference all applicable provisions of the MOU, these General Conditions, and the applicable federal provisions.

IN WITNESS WHEREOF, the Sub-Recipient, 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.

CITY OF SOUTH PORTLAND

MAINE EMERGENCY MANAGEMENT AGENCY

By: _____
Name, Title

By: _____
Bruce Fitzgerald, Director

Date

Date

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.



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 2016 DHS General Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. 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 hsgpgrants.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 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,

Audit Requirements

The sub-recipient agrees to comply with the requirements 2 CFR 200 Subpart F. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by MEMA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with 2 CFR 200 Subpart F. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-recipient has not expended tile amount of federal funds that would require a compliance audit. 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 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 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-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 are required to follow federal and state purchasing guidelines, or their own established purchasing rules, if more stringent.

Sub-recipients will follow procurement standards set forth in 2 CFR Part 200.318 "General Procurement Standards".

<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 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. Sub-recipients should exercise caution in the use, maintenance, protection and preservation of such property.

- 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. The disposition of the equipment must be reported. MEMA recommends consulting with local auditors for GASB-34 compliance and disposition rules governing equipment procured with Federal funds.

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 General Terms and Conditions 2016

The FY 2016 DHS General Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards 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 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](#).

DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, 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 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, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office 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 any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office 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* ([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.

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. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) 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 ([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 Government sponsorship (including 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 [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict 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 award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund

deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

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 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.

Non-supplanting Requirement

All recipients who receive 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 terms and conditions of your award. 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 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.

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 terms and conditions of your award.

SAFECOM

All recipients who receive 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. It is the legal responsibility of recipients 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 ([22 U.S.C. § 7104](#)). The award term is located at [2 CFR § 175.15](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

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 individual 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 your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal 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 terms and conditions of your award.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide 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 of your award.

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 financial assistance office, 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](#).

Enter information in all required fields. Amount totals will fill automatically as you fill in Planning, Training, Exercise and Equipment tabs. Self-checks for HSGP and LETPP funding targets are listed in the budget section. When the entire budget worksheet is complete, save and send to MEMA at: HSGrants.Maine@maine.gov . Print, sign, and submit this page separately via email or FAX.						
Jurisdiction Name:	City of South Portland	DUNS:	958135717			
Mailing Address:	20 Anthoine Street	State:	ME			
City:	South Portland	ZIP:	04106			
Point of Contact:	Chief James Wilson	Title:	Fire Chief / EMA Director			
Email Address:	jwilson@southportland.org	Telephone:	207-799-3314			
FY2015 Funding Summary						
HSGP Planning	\$	500.00				
HSGP Training	\$	25,000.00				
HSGP Exercises	\$	-				
HSGP Equipment	\$	133,650.00	<i>HSGP Total:</i>	\$ 159,150.00		
LETPP Planning	\$	-				
LETPP Training	\$	15,000.00				
LETPP Exercises	\$	-				
LETPP Equipment	\$	36,000.00	<i>LETPP Total:</i>	\$ 51,000.00		
Emergency Management Special Teams	\$	-				
Application Total	\$	210,150.00				
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, 2019 .						
Signature:		Date:				
Printed Name:		Title:				
<small>(County/Town Administrator or Chief Elected Official)</small>						
Print and sign this page. Scan and email to: HSGrants.Maine@maine.gov or FAX to 207-287-3180						

State of Maine
FISCAL YEAR 2016 STATE HOMELAND SECURITY GRANT PROGRAM
GRANT APPLICATION NARRATIVE

Applicant Jurisdiction: City of South Portland		DUNS # 958135717
Mailing Address: 20 Anthoine Street		
City: South Portland	State: ME	Zip: 04106
Point of Contact: James Wilson	Title: Fire Chief/EMA Director	
Business Telephone: 207-799-3314	Email Address: jwilson@southportland.org	

Please answer the following questions addressing all the forms of assistance the jurisdiction is requesting (equipment, planning, training, exercise).

NIMS Compliance:

- x Formal Adoption (proclamation, resolve, ordinance, etc) Date of Adoption: 2005
- x Current County/Local Emergency Operations Plan (EOP) Date of last update: 2015
- x All responders trained to appropriate ICS levels, as outlined in NIMS/ICS Implementation Plan
- x NIMS Inventory and Typing of all resources according to Resource Typing Definitions

SARA Title III / Hazardous Materials Reporting Compliance:

Has jurisdiction filed all inventory reports and paid all fees required under SARA Title III and Maine State Law?

- x Yes No N/A (No reportable chemicals)

Area of Priority (per MEMA Grant Guidance)

- x All Hazards Emergency Planning
- x School District Emergency Planning and Training
- x Interoperable Communications
- x Training and Exercising
- Mass Care
- x Law Enforcement
- x Support Emergency Management Response Team (EMRT) maintenance needs

DHS Core Capabilities Addressed by this Application (per MEMA Grant Guidance). A cross-walk of Core Capabilities and (prior) DHS Target Capabilities can be found at:
http://www.fema.gov/media-library-data/20130726-1854-25045-1651/crosswalk_1_.pdf

- Planning
- Public Information and Warning
- x Operational Coordination
 - Forensics and Attribution
 - Intelligence and Information Sharing
 - Interdiction and Disruption
 - Screening, Search and Detection
- x Access Control and Identity Verification
 - Cybersecurity
 - Physical Protective Measures
 - Risk Management for Protection Programs and Activities
 - Supply Chain Integrity and Security
- x Community Resilience
- x Long-term Vulnerability Reduction
 - Risk and Disaster Resilience Assessment
- x Threat and Hazard Identification
 - Critical Transportation
 - Environmental Response/Health and Safety
 - Fatality Management Services
- x Fire Management and Suppression
- x Infrastructure Systems
 - Mass Care Services
 - Mass Search and Rescue Operations
- x On-scene Security and Protection
- x Operational Communications
 - Public and Private Services and Resources
 - Public Health and Medical Services
- x Situational Assessment
 - Economic Recovery
 - Health and Social Services
 - Housing
 - Natural and Cultural Resources

Project Narrative/Description:

Use the space provided on the following pages to describe the project(s) that are being requested.

The applicant should clearly indicate how the proposal will help to implement the State Homeland Security Strategy (SHSS), Priority Area(s) and DHS Core Capability(ies) that will be addressed by the grant request.

1. What process was used to determine the unmet needs of the jurisdiction?

Annually the Emergency Management Division within the City of South Portland reviews our emergency response plans and evaluates unmet needs. In the spring of 2015 the All Hazards Plan was updated, adopted, and signed by the mayor. The city maintains an Emergency Management Leadership Team that also meets at least annually to evaluate and determine unmet needs for our community. The program continues to be a team effort that is overseen by the EMA Director and audited by the finance department.

2. What unmet needs will the requested assistance address? (Vulnerabilities)

This request will allow us to maintain and improve our capabilities as an RRT by replacing equipment that has reached its end of life. This request will also allow us to continue to train our first responders that have been recently hired in the city and to maintain our level of competence. Without this funding we would not be able to maintain this level of readiness. The city and our leadership team have worked hard to evaluate, plan and procure equipment that will address the potential hazards within the community. We are home to numerous high risk occupancies. The needs continue to shift and we do continue to look at them and train with an All Hazards Approach.

3. How will the equipment purchase or planned activity enhance all-hazard preparedness as well as preparedness for the effects of the use of weapons of mass destruction? (Risks)

A majority of the equipment requested will be directed to our RRT team as well as our SRT program. We are looking at a 24-month window for these funds to be expended. As we examine and prepare for the WMD detection, training and maintenance are the main focus. It is imperative that we continue to send our employees to high level training such as at Anniston, Nevada, and Texas to provide our responders with safe, maintained state of the art technology. We strive to purchase WMD detection equipment that can be also used on non WMD events. This allows the responders to feel comfortable and confident with the equipment and provide our community and the taxpayers with a bigger bang for the dollars expended.

4. How does the proposal enhance or build upon previous Homeland Security investments made by the jurisdiction (through prior HS Grants or other means)?

South Portland has been host to an RRT for several years. During this grant cycle several of our SCBA units as well as the air bottle are closing in on their end of life span. To continue to build our program some of the funds requested are for these replacements. As threats continue to evolve and the focus on home grown threats such as bombings and active shooter incidents increase we have increased our training on similar topics and are now looking to provide some PPE for our medical responders. Additionally, the training required for our paramedics on that work with our SRT team have increased dramatically as have the number of call out they respond to each year.

5. How were the needs of regional and/or mutual aid partners considered in the formulation of this request?

As a Statewide RRT, we are always planning for a response not just in our jurisdiction but also beyond. The MEMA sponsored Hazmat team meetings provide us a framework to follow and dictate our training responsibilities as well as the capabilities that need to be maintained and available regionally. This is a formal agreement. We have worked very closely with the Portland Fire Department RRT over the past 5+ years integrating training and assisting with each other's responses as needed. We are currently looking at expanding MEMA's Advanced Team concept to our response State wide. Locally we have some high risk facilities that also transfer the products they utilize regionally. In case of an offsite event our RRT team as well as our Fire and EMS first responders would be requested to deploy. These funds build our team however the value is transferred on a regional basis.

6. What is the jurisdiction's plan for future investment strategy to ensure long term success of the proposed project(s)?

The city continues to commit resources for equipment upgrades however without this funding we would not be able to stay at the high level of preparedness, The city has also continued to evaluate risks and adjust our training, planning and response plans. These adjustments have allowed us to shift resources and alter and improve our response plans. As the hazards have changed we have trained our employees and requested the appropriate equipment. The city does maintain a small reserve account for limited equipment replacement.

7. Describe the inventory and maintenance plan for this equipment (where it will be housed, how it will be maintained, etc.). If no equipment is being requested, enter N/A.

We conduct weekly equipment checks as well as inventory review. We conduct monthly calibration checks on all metering devices. This information is collected on an IPAD and entered into our database. The information is reviewed and proper maintenance is completed, usually in-house by trained members of the RRT. A majority of the equipment is securely stored on one of our two Hazmat response units. Some of the other equipment is utilized daily by our first responders. All checks are documented.

8. Provide an overview of the jurisdiction's overall planning program and objectives below. If no training is being requested, enter N/A.

All training requested is for approved DHS facility training. Most is for our Hazmat techs to travel to Anniston or Nevada. Annually we send 12-15 employees to these advanced schools. We also have responders training with the regional USAR team and within the state framework of regional response teams.

9. Provide an overview of the jurisdiction's overall training program and objectives below. What are the objectives of the planning project? If no planning funds are being requested, enter N/A.

N/A

10. Describe the jurisdiction's exercise plan. Include a summary of the activities such as workshops, tabletops, functional, full-scale, etc. that will be conducted. If no exercises are requested, enter N/A.

N/A (We do annually conduct a full scale exercises as well as send responders to numerous DHS sponsored training activities)

11. Please explain how the proposed exercise plan relates directly to the State Homeland Security Strategy Areas of Priority and State Multi-year Exercise Plan. If no exercises are requested, enter N/A.

N/A



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

Federal Awarding Agency HSGP
Grant Performance Year: 2016
Grant Identification #: EMW-2016-SS-00080
DUNS #: 958135717
CFDA #: 97.067

MOU Budget: \$179,107.16
MOU Expected Reimbursement: \$179,107.16
Performance Start Date: 9/1/16
Performance Expiration Date: 8/31/19
Vendor Customer #: VC000126978

Sub-Recipient Name: City of South Portland

Doing Business As Name if Applicable:

Sub-Recipient Address: 20 Anthoine Street
South Portland, ME 04106

Sub-Recipient Place of Performance: South Portland, Maine

Congressional District: 1

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

Sub-Award tracking Number: n/a



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

Sub-Recipient Name: City of South Portland

Federal Awarding Agency HSGP

Grant Performance Year: 2016

Grant Identification #: EMW-2016-SS-00080

DUNS #: 958135717

CFDA #: 97.067

MOU Budget: \$178,107.16

MOU Expected Reimbursement: \$178,107.16

Performance Start Date: 9/1/16

Performance Expiration Date: 8/31/19

Vendor Customer #: VC1000007010

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



CITY OF SOUTH PORTLAND

THOMAS E. BLAKE
Mayor

DON H. GERRISH
Interim City Manager

EMILY F. SCULLY
City Clerk

SALLY J. DAGGETT
Jensen Baird Gardner & Henry

IN CITY COUNCIL

ORDER #76-16/17

District One
CLAUDE V. Z. MORGAN

District Two
PATRICIA A. SMITH

District Three
EBEN C. ROSE

District Four
LINDA C. COHEN

District Five
BRAD FOX

At Large
MAXINE R. BEECHER

At Large
THOMAS E. BLAKE

ORDERED, that the City Council hereby accepts a 2016 Homeland Security Grant in the amount of one hundred seventy-nine thousand one hundred seven dollars and sixteen cents (\$179,107.16) from the Maine Emergency Management Agency.

Said amount shall be credited to the FY16 Homeland Security Grant Revenue Account #212141-441001-17646.

Fiscal Note: \$179,107.16 Revenue

November 7, 2016