



Cumberland County Board of Commissioners Meeting Agenda - Final

The Board meets on the third Monday of each month at 5:30pm in the Sebago Lake Room unless otherwise noted.

District 4 - Chair Patricia Smith
District 2 - Vice Chair Tom Tyler
District 1 - Jean-Marie Caterina
District 3 - Stephen Gorden
District 5 - James Cloutier

Tuesday, January 20, 2026

5:00 PM

**Sebago Meeting Room
27 Northport Dr
Portland, ME 04103**

*** Special Meeting - The public is welcome to attend. General public comment will not take place unless the County Commissioners, through a majority vote, authorize the Chair to hold a general public comment period.**

Meeting will be streamed online: www.cumberlandcounty.org/live

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

NEW BUSINESS

26-007 Authorization of the 2026 General Obligation Bond in the amount of \$3,974,000.00.

Attachments: [PP - 2026 General Obligation Bond Order](#)
[2026 Bond Order](#)

26-008 Adoption of Successor Collective Bargaining Agreement with the National Corrections Employees Union (NCEU).

Attachments: [PP - NCEU CBA January 2026](#)

[Red-lined NCEU CBA PDF 2025 - 2027](#)

26-009 Acceptance of the FY25 Emergency Management Performance Grant award.

Attachments: [PP- EMA-EMPG FY25](#)

[Cumberland FY2025 EMPG -unsigned](#)

[Information Bulletin Amending Awards Pursuant to State of Illinois v. FEMA 538 508 \(1\) \(1\)](#)
[MEMA Award-EMPG FY25](#)

ADJOURNMENT

The Board of Commissioners Workshop will immediately follow the meeting.



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-007

Agenda Date: 1/20/2026

Agenda Item Request:

Authorization of the 2026 General Obligation Bond in the amount of \$3,974,000.00.

Background and Purpose of Request:

The FY26 budget had the appropriation of 3.9M for a general obligation bond for three projects. In December of 2025, I brought to the Commissioners a need to add an additional project as the courthouse fire alarm system was ending its end of life and parts were no longer able to be found. Aside from rounding up to the nearing dollar, funding remained the same, just funding earmarked towards projects slightly changed to accommodate the additional project. The following projects will be funded through the use of the bond proceeds:

Jail Roof	\$2,000,000.00
Courthouse Annex Windows	\$ 800,000.00
Parking Garage Ph II Improvements	\$ 524,000.00
Courthouse Fire Alarm System	\$ 650,000.00

This item is being brought forth for the Commissioners to authorize the issuance of the \$3,974,000.00 general obligation bond in the late winter of 2026.

Over the next month County staff will be working with the County's Bond Advisory and Bond Counsel in preparing the necessary documents in anticipation of rating agencies calls and the sale date.

Funding Amount and Source: Currently in the FY26 budget and will be budgeted in subsequent budgets.

Effective Date: January 20, 2026

Attachments: Bond Order prepared by Alyssa Tibbetts, Bond Counsel

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	January 20, 2026
SUBJECT:	General Obligation Bond Order

Requested Action:

Authorization of the 2026 General Obligation Bond in the amount of \$3,974,000.00.

Background & Purpose of Request:

The FY26 budget had the appropriation of 3.9M for a general obligation bond for three projects. In December of 2025, I brought to the Commissioners a need to add an additional project as the courthouse fire alarm system was ending its end of life and parts were no longer able to be found. Aside from rounding up to the nearing dollar, funding remained the same, just funding earmarked towards projects slightly changed to accommodate the additional project. The following projects will be funded through the use of the bond proceeds:

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Effective Date: January 20, 2026

Attachments: Bond Order prepared by Alyssa Tibbetts, Bond Counsel

**ORDER OF THE CUMBERLAND COUNTY COMMISSIONERS
AUTHORIZING THE ISSUANCE OF
OF GENERAL OBLIGATION BONDS
AND APPROPRIATING THE PROCEEDS THEREOF**

WHEREAS, the County desires to authorize the issuance of up to \$3,974,000 principal amount of the County's General Obligation Bonds and Notes in anticipation thereof, and to appropriate the proceeds thereof to finance the Projects described in this Order;

NOW, THEREFORE, be it voted, resolved, and ordered by the Commissioners of Cumberland County, Maine:

Section 1: Appropriation. The sum of \$3,974,000 is hereby appropriated, from the proceeds of the Bonds and Notes herein authorized, to finance the costs of the following projects: 1.) up to \$2,000,000 for the replacement of a roof at the Cumberland County Jail; 2.) up to \$524,000 for improvements to the parking garage at the Cumberland County Courthouse; 3.) up to \$800,000 for replacement of windows at the Cumberland County Courthouse; and 4.) up to \$650,000 for the replacement of the fire alarm system at the Cumberland County Courthouse, and which Bonds and Notes may also finance costs of issuance of the Bonds and Notes and capitalized interest of up to three years on the Bonds and Notes (the "Projects").

Section 2: Authorization of Bonds. For the purposes of financing the aforesaid appropriations and to refund any temporary notes issued pursuant thereto, pursuant to the County Charter and all amendments thereof and acts additional thereto, and Title 30-A of the Maine Revised Statutes and all other authority thereto enabling, the Cumberland County Board of Commissioners hereby approves and authorizes the issue, sale and delivery of the General Obligation Bonds of the County in a principal amount not to exceed \$3,974,000, such Bonds to be fully registered Bonds in an aggregate amount not to exceed \$3,974,000, maturing and payable in installments as set forth herein; and to be in such form and contain such terms and provisions as the officers executing the same may approve, their approval to be conclusively evidenced by their execution thereof. The Bonds herein authorized shall be either sold at public sale upon sealed bid, or by negotiated sale in such manner as the Treasurer deems appropriate and in the best interest of the County, including, without limitation, by private sale.

Section 3: Authorization of Notes. The Treasurer is authorized to borrow money in anticipation of said Bonds by the issuance and sale of notes or renewal notes in anticipation thereof (the "Notes") and to determine the date, form, interest rate, maturities (not later than one year from date of issuance) and all other details of each issue of Notes, including the form and manner of their sale and award, subject to the provisions of the law, the County Charter and this Order.

Section 4: Rates and Other Provisions; Execution. The Bonds and any Notes shall mature at the times and in the amounts, to be dated as of such date, be payable on such dates and in such amounts, to bear interest at the rate or rates and to be in such form and to contain such terms and provisions (including but not limited to early redemption provisions, if any) as the Treasurer may hereafter determine or authorize, such approval to be conclusively evidenced by her execution and delivery of such Bonds or Notes. Each Bond or Note issued hereunder shall be signed by the Treasurer, shall be countersigned by the Chair of the Board of Commissioners, and shall be sealed with the seal of the County, attested to by its Clerk.

Section 5: Redemption. The Treasurer is hereby authorized to provide that any of the Bonds and Notes hereinbefore authorized be made callable, with or without premium, prior to their maturity.

Section 6: Municipal Advisor. The Treasurer be and hereby is authorized to select a municipal advisor and the underwriter for the Bonds and Notes herein authorized, and the Treasurer be and hereby is

authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

Section 7: Offering Documents. The Treasurer be and hereby is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and Notes herein authorized, such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of the bond counsel for the County, and that the use and distribution of the Preliminary Official Statement and the Official Statement in the name of an on behalf of the County in connection with offering the Bonds and Notes for sale be and hereby is approved.

Section 8: Tax-Exempt Covenants. The Treasurer is hereby authorized to covenant and certify on behalf of the County, to the extent applicable, that no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and that no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Treasurer is hereby authorized to covenant and agree, on behalf of the County, for the benefit of the holders of the Bonds and Notes, that the County will file any required reports and take any other action that may be necessary to ensure that interest on the Bonds and Notes will remain exempt from federal income taxation, and that the County will refrain from any action that would cause interest on the Bonds or Notes to be subject to federal income taxation.

Section 9: Qualified Tax-Exempt Obligations. To the extent permitted under the Code, the Treasurer is hereby authorized to designate any of the Bonds or Notes authorized to be issued hereunder as qualified tax-exempt obligations for purposes of Section 265(b) of the Code. Alternatively, the Treasurer is hereby authorized to issue bonds on a taxable basis as may be necessary, and to execute such certificates or other documents as may be necessary in connection with such taxable bonds.

Section 10: Disclosure. The Treasurer is hereby authorized to covenant, certify and agree, on behalf of the County, for the benefit of the holders of the Notes or Bonds, that the County will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

Section 11: County Officials. If any of the officers or officials of the County who have signed or sealed the Bonds or Notes shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the County, such Bonds or Notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such Bonds or Notes may be signed and sealed on behalf of the County by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the County, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.

Section 12: Deputy Officers. If the Treasurer, Chair of the Board of Commissioners, or Clerk are for any reason unavailable to approve and execute the Bonds or Notes or any of the related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had him/herself performed such act.

Section 13: Other Actions. The Treasurer, Chair of the board of Commissioners, Clerk and other appropriate officers of the County are hereby authorized and empowered to do all such acts and things as may be deemed necessary or desirable in order to issue and deliver the total principal amount of the Bonds of the County as hereinabove authorized, and to execute, deliver, file, approve, and record all such financing documents, contracts, deeds, assignments, certificates, memoranda, abstracts, and other documents as may be necessary or advisable, with the advice of counsel for the County, including but not limited to any certificates, bond insurance agreements, notices of sale and other documents as may be necessary or appropriate in connection with the sale of the Bonds and Notes and any letter of credit agreement or liquidity facility agreement necessary to the issuance of any Bonds or Notes, to carry out the provisions of this Bond Order and the provisions set forth above in connection with the Projects, the execution, sale, and delivery by the County of the Bonds and Notes and the execution and delivery of any related financing documents.

Section 14: Costs; Reallocation. The term "cost" or "costs" as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to (1) the purchase price or acquisition cost of all or any portion of the Projects; (2) the cost of planning, developing, preparation of specifications, surveys, engineering, feasibility studies, legal and other professional services associated with the Projects; (3) the cost of environmental studies and assessments; (4) the cost of financing charges and issuance costs, including premiums for insurance, interest prior to and during construction and for a period not to exceed three (3) years from the issue date of the Bonds or Notes, administrative fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses relating to the financing transaction; and (5) the cost of all other financing authorized hereunder, whether related or unrelated to the foregoing. In the event that any proceeds of the Bonds or Notes remain unspent upon completion of some or all of the Projects, or if the County abandons some or all of the Projects, the County reserves the right to reallocate unspent proceeds of the Bonds to the costs of other qualified projects approved, or to be approved, by the Board of Commissioners.

Section 15: Tax Levy. In each of the years during which any of the Bonds or Notes issued hereunder are outstanding, there shall be levied a tax in an amount which, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said Bonds or Notes, payable in such year, and the principal of such Bonds or Notes maturing in such year (except in the case of Notes to be refunded in that year by the issuance of Bonds).

Section 16: Investment Earnings; Premium. The investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds and premium of the sale of the Bonds and Notes, if any, are hereby appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any costs of the Projects in excess of the principal amount of the Bonds or Notes; and (b) in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

Section 16: Reimbursement. The Board of Commissioners hereby declare its official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Projects, which costs the County reasonably expects to reimburse with proceeds of the Bonds or Notes to be issued in the maximum principal amount of \$_____.

ADOPTED this 20th day of January, 2026 by the Board of Commissioners of Cumberland County, Maine:

Patricia Smith, Chair

Tom Tyler

Stephen Gorden

Jean-Marie Caterina

James F. Cloutier



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-008

Agenda Date: 1/20/2026

Agenda Item Request:

Adoption of Successor Collective Bargaining Agreement with the National Corrections Employees Union (NCEU).

Background and Purpose of Request:

County staff are bringing forth for Commissioner review and acceptance changes to the Collective Bargaining Agreement with the National Corrections Employees Union.

Negotiations began with NCEU in September 2024, meeting routinely, in February 2025 NCEU filed for Mediation, after mediation a tentative agreement was reached. NCEU membership voted in October 2025 and rejected the tentative agreement, after some additional agreement between the parties and preparing to move to Fact-finding/Arbitration NCEU held a second vote in January 2026 and accepted the tentative agreement.

Wage increase: 5% July 2025 (retroactive); 4% July 2026.

MPERS: Move from current plan 2C (25-yr/no age, 50%) to 3C (25-yr/no age, 67%).

Funding Amount and Source:

Sheriff's Office Jail Budget Year 2025/2026 and 2026/2027 appropriations.

Effective Date:

Upon Ratification by Commissioner's: Retroactive to July 1, 2025 until June 30, 2027

Attachments:

Red-lined Collective Bargaining Agreement with the National Corrections Employees Union.


Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Don Goulet, Labor Relations Specialist
DATE:	January 14, 2026
SUBJECT:	Recommendation for Adoption of Successor Collection Bargaining Agreement with the National Corrections Employees Union (NCEU)

Requested Action:

Adoption of Successor Collective Bargaining Agreement with the National Corrections Employees Union (NCEU).

Background & Purpose of Request:

County staff are bringing forth for Commissioner review and acceptance changes to the Collective Bargaining Agreement with the National Corrections Employees Union.

Negotiations began with NCEU in September 2024, meeting routinely, in February 2025 NCEU filed for Mediation, after mediation a tentative agreement was reached. NCEU membership voted in October 2025 and rejected the tentative agreement, after some additional agreement between the parties and preparing to move to Fact-finding/Arbitration NCEU held a second vote in January 2026 and accepted the tentative agreement.

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Red-lined Collective Bargaining Agreement with the National Corrections Employees Union.

AGREEMENT

BETWEEN THE

CUMBERLAND COUNTY COMMISSIONERS

AND

NATIONAL CORRECTIONAL EMPLOYEES UNION
Local 110

July 1, 20250—June 30, 20273

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PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1981 of the Municipal Public Employees Labor Relations Act, this Agreement is entered into by the County of Cumberland (hereinafter known as Employer) and National Correctional Employees Union (hereinafter known as Union) to promote fair and equitable treatment, harmonious relationships, to preserve employee morale, promote effective County operations and to establish an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 - RECOGNITION

Pursuant to the Agreement on Appropriate Bargaining Unit dated December 14, 1981 and as subsequently amended, the County recognizes National Correctional Employees Union as the sole and exclusive bargaining representative for the purposes of negotiations with respect to wages, hours of work, working conditions, and all other terms and conditions of employment for the employees of Cumberland County as listed in Appendix B. of this Agreement.

ARTICLE 2 - DEFINITIONS

- A. Regular Part-Time** - Regular part-time employees are employees who are placed on a regular part-time roster to be called in or scheduled to work when needed on a continuing established schedule and work one thousand forty (1040) hours per year. When an employee meets these criteria, s/he shall become a member of the bargaining unit.
- B. Probationary Employee** - An employee shall be considered a probationary employee in the initial six (6) month period of employment except as provided in Article 25 Section E.
- C. Employer** - The Cumberland County Commissioners and/or their designated agent(s).
- D. Grievant** - A bargaining unit employee who has completed the probationary period.
- E. Immediate Supervisor** - A first-line non-bargaining unit employee as specified in the organizational structure or as excluded by the parties or the Maine Labor Relations Board.
- F. Days** - Days shall mean Monday through Friday excluding legal holidays as proscribed by the Agreement. This definition shall apply to the grievance procedure only.
- G. Union** - National Correctional Employees Union, its local president, officers, stewards or national representatives.
- H. Continuous Service** - Continuous service means no break in service. Layoff or authorized leaves of absence shall not constitute a break in continuous service.
- I. Bargaining Unit Members** - All job classifications set forth in Appendix B
Hereinafter "Unit Members"

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Grievant

Any bargaining unit employee or the Union on behalf of itself or any grievant, will have the right to present grievances in accordance with the procedure set forth herein.

B. Grievance

A grievance shall be defined as a dispute as to the meaning or application of the specific terms of the collective bargaining agreement.

C. Stewards

One (1) steward or union designee may attend any grievance meetings with management at Step 1 and one (1) steward and/or union designee may attend any grievance meetings at Step 2 of this procedure. Further, one (1) additional steward may attend the grievance hearing on his/her own time for training purposes.

D. Procedure

1. Step 1 - Department Head or Designee

When an employee and/or the Union feels aggrieved, a grievance may be presented to the Department Head or designee in writing within fifteen (15) days of the act or omission which gave rise to the grievance or within fifteen (15) days from the date the employee reasonably became aware of the grievance, whichever is later. The Department Head or his/her designee shall meet with the grievant within ten (10) days of the receipt of the grievance. The Department Head shall write a response within ten (10) days of said meeting stating the reasons for the decision rendered. A copy of the written grievance at this level shall be forwarded to the Human Resources Department of the County at the same time it is filed with the Department Head. Any resolution of the grievance will be committed to writing by the immediate supervisor who shall forward a copy of to the Human Resources Department.

2. Step 2 - County Manager

If the grievance is not resolved at Step 1 and the grievant or the Union wishes to pursue the grievance further, the grievant or the Union may appeal said grievance to the County Manager for a hearing within ten (10) days of receipt of the Department Head's written response or the date when it is due. The Union shall state the specific reasons for rejecting the Department Head's response at Step 1. The County Manager shall meet with the grievant and the Union for the purpose of hearing the grievance within fifteen (15) days of receipt of the appeal. The County Manager shall respond in writing within ten (10) days of said hearing stating the specific reasons for the decision.

3. Step 3 - Arbitration

If the grievance still remains unsettled, the Union may within thirty (30) days after the reply of the County Manager is received or the date on which it is due, submit a demand for arbitration. At the same time the Union notifies the County Manager of its intent to proceed to arbitration, it shall suggest the name(s) of arbitrator(s). If within ten (10) days of receipt of such request, the parties are unable to agree to an arbitrator the Union shall submit the arbitration request to the Maine State Board of Arbitration no later than 30 days after receipt of demand for arbitration. Failure of either party to respond to the other or to request a time extension shall mean any and /or all the names suggested by the opposite party are acceptable.

The decision of the arbitrator shall be final and binding on both parties. All fees and expenses of the arbitrator shall be divided equally between the parties except each party shall bear the costs of preparing and presenting its own case.

E. General Provisions

1. Extension of Time Limits

The time limits for processing grievances may be extended orally by mutual agreement between the parties and confirmed in writing.

2. Grievance Waiver

Any grievance not initiated or processed in accordance with the procedures herein shall be deemed waived.

3. Election of Remedies

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

4. Content of Grievance

Each grievance must contain the name of the grievant, the date of occurrence to the best knowledge of the grievant, the current date and articles of the Agreement challenged and the remedy sought. A grievance may be filed as a class action provided the members of the class are similarly situated and the class if identified.

5. Content of Appeals

All grievance appeals must be responsive to the answer at the previous step.

6. Union Grievances

Whenever the Union is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form which is provided by NCEU Local 110.

7. Filing without the Union

Nothing in this procedure prevents an employee from filing a grievance pursuant to 26 M.R.S.A. §970 on his/her own behalf, provided the Union is notified, given an opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievances is inconsistent with the terms of the Agreement.

8. Filing at Lowest Level

A grievance must be initiated at the lowest level at which a remedy can be granted. If the grievant is not sure of which level of this procedure applies, the grievance must be filed at the initial step.

9. Transcripts

If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

10. Non-Binding Decisions

The parties agree that Department Heads may not bind the County by any grievance decision that alters or is in conflict with the terms of this Contract and that the Union officers or membership may not bind the Union by any grievance, decision or agreement that alters or is in conflict with the terms of this Contract without the signed agreement of the bargaining agent.

ARTICLE 4 - DUES DEDUCTION

A. Exclusive Deduction of Dues

The Union shall have the exclusive right to payroll deduction for employees within the applicable bargaining unit and subject to the following provisions.

B. Deduction Procedures

The employer agrees to deduct the union's weekly membership dues and miscellaneous deductions from those employees who individually request in writing that such deduction be made. The amount deducted for union dues shall be submitted in one check and amount deducted for miscellaneous will be a separate check along with a list of employee names and amount for each check. Both checks will be sent to NCEU.

C. Resignation from Union Membership

Authorization of deductions of the Union dues shall be irrevocable during the period of this Agreement and shall be automatically renewed for successive similar periods except that the employee may notify the County and the Treasurer of the Union not less than thirty (30) days nor more than forty-five (45) days prior to the expiration date of this Agreement of his/her desire to resign from Union membership.

D. Miscellaneous Deductions

The authorization for miscellaneous deduction for programs offered by the union may be stopped at any time provided the employee submits in writing to the Employer and the Union a thirty (30) day notice of such intent.

E. Indemnification of Employer

The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to NCEU, pursuant to this section.

ARTICLE 5 - BULLETIN BOARDS

The Employer agrees to erect a Union bulletin board in the jail, the Law Enforcement Center, and any additional location where bargaining unit employees are regularly assigned to work, for the purposes of posting Union notices. No material demeaning, derogatory, or defamatory to the Employer, political material or material advocating illegal activity shall be posted. The County agrees to allow the Union the use of the County electronic mail (email) addresses for the purposes described above. All material posted by the Union will have the signature of a designated steward or representative of the Union.

ARTICLE 6 - ACCESS TO EMPLOYEES

A. Union Business on Employer Premises

Duly authorized representatives of NCEU, shall be permitted access to work areas for the purpose of transacting business within the scope of representation. In no event will such activities interfere with the performance of employee(s) duties nor violate the agency's security policies.

B. Representative Escort

Duly authorized representatives shall be permitted to enter work sites with an authorized escort, for the purpose of observing conditions under which employees are employed and to carry out the representative's legal responsibilities.

C. Notice to Employer before Access

The duly authorized representatives will, in all cases of access, notify the person in charge of the facility or his/her designee, of his/her presence. Access shall not unreasonably be denied and if denied, the reason(s) for denial shall be in writing.

ARTICLE 7 - UNION ACTIVITIES ON COUNTY TIME

A. Union Business

The Employer will grant up to five hundred twenty (520) hours per year to the Union President or his/her designee to conduct Union business except for negotiations; provided however, no more than twenty-four (24) hours may be used in one week. Union business shall be the preparation for and investigation of grievances, Union membership meetings, administrative Union matters, meetings of the Union Executive Committee, and meetings of the grievance Committee. The President his/her designee shall report to his/her supervisor when Union business time is being taken.

B. Representation Function

When a grievant and his/her representative are required to attend a meeting regarding a grievance internal affairs interview, disciplinary hearing, or arbitration which are scheduled while the grievance and/or his/her representative is on shift, they shall be permitted to participate without loss of pay or without loss of Union time. Informal communication between Union officials and management will not be deducted from Union time.

C. Negotiations

Should the parties negotiate the successor Agreement using interest based bargaining, up to five (5) bargaining unit members may participate without loss of pay.

Members of the bargaining team will be permitted to meet with the union business agent for up to one hour before and one hour after a contract negotiation session. The employer will accommodate employees on the bargaining team who work the night shift to facilitate their participation in negotiations.

ARTICLE 8 - LEAVES OF ABSENCE

A. Extended Medical Leaves of Absence without Pay for Illness or Injury

The County shall comply with the Americans with Disabilities Act ("ADA") of 1990, the ADA Amendments Act ("ADAAA") of 2008, the Maine Human Rights Act, and any other state and/or federal Discrimination Laws, as may apply, and as may be amended.

Upon application to the County Manager, an employee who has exhausted his/her paid sick leave may be granted a leave of absence without pay. However, in no event shall the combination of paid and unpaid sick leave exceed one (1) calendar year unless such employee is deemed eligible for disability retirement sooner than one year. Pregnancy disability shall be treated the same as any other disability. This leave is to be used only during the period of illness or disability. If an employee performs work for any other employer or as a self-employed person, this leave shall be canceled.

1. Should an employee not be eligible for, or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed, and approved leave requests shall be administered pursuant to past practice as well as applicable state and federal law(s), including but not limited to, the Family Medical Leave Act (FMLA) and the Americans with Disabilities Act (the "ADA").
2. Employees seeking an extended medical leave of absence should notify the Human Resources Department. The Human Resources Department shall be responsible for notifying appropriate Department Heads, Supervisors and County Manager. If leave is determined to be necessary, the initial period of disability leave will be processed as Family Medical Leave, twelve (12) weeks under the Federal law or ten (10) weeks under the Maine law, if the disability is a serious health condition as defined by the Family Medical Leave Act, and the employee is otherwise eligible.
3. Should the extended leave of absence be pre-planned, then the employee shall provide as much advance notice as possible. The County Manager will review written requests for extended medical leaves, and prior to making a determination, may require the employee to furnish written medical certification from the employee's physician justifying the need for the leave and setting forth the anticipated duration, and any limiting conditions or restrictions under which work may be performed before and/or after the leave.
4. Prior to an employee being allowed to return to work from an extended medical leave of absence the County may send an employee to a physician or occupational health provider of its choosing for a Fitness for Duty physical exam. The Fitness for Duty evaluation shall be limited to the injury or illness that necessitated the medical leave of absence.
5. Two weeks prior to the expiration of an approved leave, the employee may request a thirty (30) day extension, or an additional period of time, from the County Manager by making a written request to the Human Resources Department. The employee shall be required to furnish written medical certification for the need for the extended leave, and if known, anticipated return to work date.
6. Extended medical leaves of absence, including extensions and renewals, shall not exceed a total combined period in excess of twelve (12) months from the start of the leave.

including FMLA. If the employee does not return to work, or is unable to return to work, at the end of the twelve (12) months of leave, the employee may be terminated.

7. Approved medical leaves of absence shall immediately be discontinued in the event an employee is approved for disability retirement benefits.
8. Failure on the part of the employee to return to work after the expiration of an approved leave is deemed an unauthorized absence from work and a voluntary resignation from County employment.
9. Accrued sick and vacation leave, personal days and accrued/banked holidays, shall be paid out to an employee on an approved medical leave of absence.

B. Leave of Absence for Other than Illness or Injury

Employees covered by this Agreement may be allowed a leave of absence for other than sick or disability purposes, without pay for a period not to exceed three (3) months. Leave granted pursuant to this section cannot be used in combination with unpaid sick leave referred to in Sections A and H of this Article.

C. Jury Duty

An employee shall be excused from work when required to respond to a summons for jury duty or to serve as a juror. The County will pay the employee the difference between their regular pay and juror's pay, pursuant to the following conditions:

- 1.) Employees continue to be paid their regular weekly wages during the time they are fulfilling their obligations as a juror;
- 2.) Employees provide the Jail Administrator and Human Resources Director with an official statement of their juror's pay as soon as possible.
- 3.) If such juror's pay is less than the employee's regular pay for the period served as juror, the employee submits the entire amount of the juror's pay to the County.
- 4.) If such juror's pay is equal to or greater than the employee's regular pay for the period served as juror, the employee refunds to the County that amount of the juror's pay which is equal to the amount paid to the employee by the County for the period served as juror.
- 5.) If an employee fails to turn applicable jury duty pay over to the County, the County may deduct such pay from the employee's paycheck.

D. Educational Leave

Employees covered by this Agreement may be granted a leave of absence with full pay for enrollment in a special institute or courses of study which will be beneficial to the employee and the Employer, with the approval of the Employer.

E. Light Duty

Employees absent due to illness or disability may be assigned to a light duty assignment for which the employee is qualified and able to perform, based on any medically documented work restrictions, provided such light duty work is available. Employees who are out of work for a non-work related injuries or illnesses who refuse an available light duty assignment within their documented work capacity and restrictions shall be denied sick leave pay. If the employee is absent and receiving Workers Compensation, assignment to light duty shall be in accordance with the provisions of the Maine Workers Compensation Act regulations. In any event, light duty is considered to be a temporary assignment, generally not lasting more than two (2) months. Such duty may be extended when necessary. Employees shall not incur a reduction in their wage rate when assigned to light duty. The County shall not assign light duty positions to an employee in an arbitrary nor capricious manner. Employees out of work and eligible for Workers' Compensation benefits as a result of work-related injury or illness shall be given priority with available light duty assignments over employees who are out of work as a result of non-work related injury or illness.

F. Military Leave – Active Duty

Military Leave and rights to re-employment after such leave are available to employees under the terms and conditions of applicable Federal and State law, as may be amended from time to time, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The County Manager will grant any full time or part time employee military leave in accordance with applicable state and federal laws and the provisions of this section. Such military leave will be granted for attendance at any military training by an employee who is a member of any active, reserve or guard component of the U. S. Armed Forces.

Except as otherwise provided in this section, leave eligibility, reemployment rights and notice requirements for employees who are absent due to military training or service shall be in accordance with USSERA and all other applicable state and federal laws.

An employee who has a military service obligation that occurs on days that s/he is regularly scheduled to work during a week will be permitted to work another shift during the week in which the military service obligation occurs to make up the time missed for military duty, if another shift is available. An employee who elects to use vacation or holiday time while on such military leave is not entitled to work another shift to make up the time. This option is not available for military obligations longer than two (2) days.

Employees who may be requesting military leave shall give advance notice and provide a copy of their orders to the Sheriff, or designee, Jail Administrator, and Human Resources Department as soon as they are received.

G. Reserve Military Leave

Reserve military service leave and rights to re-employment after such leave is available to employees who are members of the military reserve or National Guard under the terms and

conditions of applicable Federal and State law, as may be amended from time to time. Employees who are reservists or National Guard members must provide a copy of their annual drill schedule to the Jail Administrator and Human Resources Department as soon as it is published. For any period of reserve service up to two weeks in any calendar year, the County will compensate employees the difference between their gross regular weekly wages and their total military pay. Employees utilizing reserve service leave must furnish the Finance Department with an official statement of reserve service pay received.

H. Family Medical Leave

The County may take whatever reasonable steps are needed to comply with state and/or federal requirements of the Family and Medical Leave Act (FMLA) of 1993.

An eligible employee may request FMLA leave, in accordance with applicable federal and/or state FMLA laws, for the care of an employee's child (birth or placement for adoption or foster care); for the care of the employee's immediate family who has a serious health condition; or for the employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job.

An employee is required to use available accrued benefit time including sick leave, vacation, accrued holidays and personal days while an employee is on Family Medical Leave in unpaid status, or on an extended medical leave of absence in accordance with section A, above.

An employee on Family Medical Leave (FMLA) who remains in paid status as a result of income derived pursuant to a disability benefit / income protection plan (IPP) may elect to use accrued and available benefit time, but is not required to do so.

In the event an employee on a certified Intermittent FMLA is unable to be forced over pursuant to Article 15.M.5, Force Overs, when the employee's turn in the rotation comes up, due to documented medical restrictions, the employee shall be bypassed and charged for the force over. The number of hours the employee would have been scheduled to work on the force over shall be deducted from their allotted 480 hours of Family Medical Leave in their designation period. The employee shall be paid utilizing accrued benefit leave time (sick, vacation, holiday, personal), to the extent available.

I. Maine Paid Family Medical Leave

On May 1, 2026, or on the date the Maine Paid Family and Medical Leave law takes effect, whichever is later, all provisions of said law will be applied to bargaining unit employees and said provision will supersede any conflicting County personnel policy on family and medical leave. Costs associated with the State of Maine's 1% tax burden associated with this law shall be borne 50/50. Should Cumberland County select a private plan to administer the Paid Family Medical Leave, the tax burden will not exceed the State of Maine's tax burden.

ARTICLE 9 - SICK LEAVE

A. Definition of Sick Leave

An employee may be granted sick leave in the following cases:

1. Personal Illness or Incapacity

Personal illness or physical incapacity to such a degree as to render the employee unable to perform the duties for the assigned position.

2. Medical and Dental Appointments

Medical leave consisting of medical and dental appointments if they cannot be scheduled during non-work hours.

B. Absences of Less Than a Day

Absences for a fraction of a day that are chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hour. A sick leave usage of less than 4 hours will not be considered a sick leave occurrence.

C. Accrual

Sick leave shall accrue at the rate of eight (8) hours a month for each calendar month of service, for employees who work eight (8) hours a day and ten (10) hours per month for employees who work ten (10) hours per day accumulative to a maximum of one thousand four hundred forty (1440) hours. Pro-rated sick leave shall be granted to permanent part-time employees. If an employee is not in pay status for at least 80 hours in a month, the sick leave accrual will be pro-rated and the pro-ration will occur per the process as of the date of ratification of this agreement. For purposes of this section, a month is based on paydays in the actual month.

Consistent with the parties' agreement on May 19, 2021 to merge the Correctional Cooks Bargaining Unit with the Correctional Bargaining Unit, the parties acknowledge that the Correctional Cooks shall be eligible to accrue sick leave under this Article consistent with all other Unit Members.¹

D. Reporting Sick Leave

An employee shall report sick leave absences to the Shift Lieutenant or sergeant, prior to the start of his/her regularly scheduled work day and in no instance later than one (1) hour before the start of his/her regularly scheduled shift.

¹ See MOA dated May 19, 2021.

E. Sick Leave Certification

The Employer may request certification as to the use of sick leave. The employee will be required to see a doctor designated by the Employer. Any required certificate shall be at the Employer's expense.

F. Family Sick Leave

Employees shall be granted up to ninety-six (96) hours per year to be deducted from sick leave if the employee is needed to care for a family member who is ill. This limitation on the use of sick leave for the care of a family member shall only apply in the case of non FMLA certified leave.

G. Payment upon Severance from Work

Maximum Days and Eligibility

Upon retirement or separation in good standing, the equivalent of one-half (1/2) accumulated sick leave shall be paid to an employee who has not had such days credited to his/her Maine Public Employees Retirement subject to the maximum of three hundred sixty (360) hours. A "good standing" retirement or separation requires a two-week (14 calendar days) notice from the employee to the County. No unused sick leave payments shall be made to any employee who is discharged for disciplinary reasons.

ARTICLE 10 - BEREAVEMENT LEAVE

A. Immediate Family

The Employer shall grant a leave of absence without loss of pay for a period of up to forty (40) work hours for a child or stepchild, spouse, domestic partner, parent, step-parent, sibling and step-sibling and ~~twenty four (24) work hours~~three work days for grandparent, grandchild, or parent-in-law for the purpose of attending the funeral.

An employee will not be permitted to use bereavement leave for a domestic partner unless the employee and the domestic partner have filed an Affidavit of Domestic Partnership (Appendix F) with the County's Human Resources Department prior to the request for leave under this section.

B. Other Relatives

The Employer shall grant a leave of absence without loss of pay for a period of up to two (2) work days~~sixteen (16) hours~~ to attend the funeral of sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

C. Nieces, Nephews and Cousins

The Employer shall grant a leave of absence without loss of pay for a period of up to eight (8) hours one (1) work day, to attend the funeral of a niece, nephew or cousin.

D. Bereavement Leave during Vacation

If an employee has a death in his/her immediate family while on vacation leave, the employee may substitute bereavement leave for vacation leave up to the number of hours permitted in Paragraph A above.

E. Workday Definition

A workday shall be defined as an employees' regularly scheduled shift, not to exceed eight (8) or ten (10) hours, as applicable.

ARTICLE 11 - VACATIONS

A. The Employer shall grant vacation leave with pay to all full time employees as follows:

1.	After one (1) continuous year	80 hours
2.	After three (3) continuous years	100 hours
3.	After five (5) continuous years	120 hours
4.	After eight (8) continuous years	140 hours
5.	After ten (10) continuous years	160 hours
6.	After fifteen (15) continuous years	180 hours; effective 1/1/21
7.	After twenty (20) continuous years	200 hours

Employees may request and use accrued vacation time prior to six (6) months of employment, with Supervisor approval.

After the ratification of this Agreement, the County may, as a recruitment and retention incentive, hire and initially place a new hire who has a valid Maine Corrections Officer certification up to the ten years of service step for vacation accrual (160 hours), in recognition of qualifications, experience, and previous Corrections Officer service.

B. Accrual

Vacation shall accrue on a monthly basis. The basis for accruing vacation shall be based on the employee's anniversary date. No more than two (2) times the employee's vacation that accrues in a year may be carried over to the next year. Those employees who have vacation in

excess of this amount shall not lose vacation but will be subject to this provision when their current accumulation is reduced in accordance with this provision. If an employee is not in pay status for at least 80 hours in a month, the vacation accrual will be pro-rated and the pro-ration will occur per the process as of the date of the ratification of this agreement. For purposes of this section, a month is based on paydays in the actual month.

Consistent with the parties' agreement on May 19, 2021 to merge the Correctional Cooks Bargaining Unit with the Correctional Bargaining Unit, the parties acknowledge that the Correctional Cooks shall be eligible to accrue vacation leave under this Article consistent with all other Unit Members.²

C. Permanent Part-time Employees

Permanent part time employees shall accumulate vacation for each two hundred eight (208) hours worked or otherwise compensated for under an article of this contract as follows:

1.	During the first year of employment	8 hours
2.	After five (5) continuous years	12 hours
3.	After ten (10) continuous years	16 hours

No more than ten (10) times the above accumulation at the appropriate accumulation rate may be earned by any employee in a calendar year.

D. Notice

Vacation time shall be taken on the basis of seniority if more employees request vacation at the same time than would be approved by the supervisor and provided such requests are submitted in compliance with this section. Vacation requests of forty (40) hours or more shall be requested in writing fifteen (15) calendar days in advance of the first day of the requested period except as noted below and shall be answered in writing within seven (7) calendar days. If an answer is not received within this time, the request shall be deemed to be granted. Exceptions to the fifteen (15) day request period are as follows:

1. Vacation leave used to extend bereavement leave.
2. Vacation leave used consecutively with sick leave.
3. Vacation requests of up to sixteen (16) hours shall be requested forty -eight (48) hours before the requested period.
4. Vacation requests of seventeen (17) hours through thirty-nine (39) hours shall be requested with seven (7) calendar days notice before the requested period.

² See MOA dated May 19, 2021.

5. Vacation requests for eight (8) hours may be granted with less than 48 hours notice, if staffing permits.

6. Requests for vacation pursuant to subsections 3 and 4 above shall be answered within forty-eight (48) hours of the request. If an answer is not received within this time, the request shall be deemed granted.

E. Vacations during Holidays

1. Holidays on Scheduled Days Off

If a holiday is observed on an employee's scheduled day off, the holiday will accrue to be taken at a later date.

2. Holidays during Vacation

If a holiday falls during an employee's vacation time, the employee may opt to use a day of vacation and bank the holiday for use at a later time pursuant to Article 13A.

F. Donation of Vacation

Employees may donate up to forty (40) hours of accumulated vacation to other bargaining unit (NCEU) employees under the following conditions:

1. All Leave Exhausted

Employees receiving such donation shall have exhausted all paid leave.

2. Recipient is paid at their current rate of pay for the donated vacation.

3. Recipient must have demonstrated responsible use of sick leave, with no patterns of abuse that resulted in discipline.

G. Selling of Vacation Time

Employees may choose to receive payment of accrued vacation time up to a maximum of eighty (80) hours annually, provided the employee has used forty (40) hours of vacation time in the same calendar year. Payment will be made on the first Friday in June and the first Friday November. Requests for payment must be submitted to the Finance Office two (2) weeks prior to the payment date.

H. Illness While on Vacation

If an employee becomes ill or injured while on vacation and said illness or injury qualifies for FMLA leave, the employee may request that his/her vacation time be charged to sick leave for that portion of the vacation leave that qualifies for FMLA leave. If so requested, the Employer will charge said time off to sick leave and restore the vacation leave to the employee. The employee must file for and be approved for FMLA leave before any sick time is charged or vacation restored. This provision does not apply to any illness or injury for which the employee has

received approval for intermittent FMLA leave. This provision applies only to the illness or injury of the employee and not to the illness or injury of an immediate family member.

ARTICLE 12 - PERSONAL DAYS

A. Number and Use of Days

Employees shall be entitled to three (3) personal holidays per year. An employee hired on or after January 1 but before April 30, of any year shall be granted two (2) personal holidays for use during that calendar year. Any employee hired after April 30 and before August 31 will be granted one (1) personal holiday for use during that calendar year. In subsequent years of continuous employment, the employee will earn all three (3) personal holidays on January 1. Employees who regularly work a schedule of five (5) eight (8) hour days per week will receive (8) hours for each personal day and employees who regularly work a schedule of four (4) ten hour days per week will receive ten (10) hours for each personal day. To use a personal holiday, forty-eight (48) hours notice must be provided to the supervisor by all employees; provided, however, a supervisor may permit the use of a personal holiday with less than forty-eight (48) hours' notice if staffing permits.

B. Use of Personal Days on Holidays

No personal days may be used on the holidays of Thanksgiving, Christmas, or New Years.

C. Computation for Overtime

Personal leave days shall be computed as time worked for purposes of overtime pay.

ARTICLE 13 - HOLIDAYS

A. Holidays

If an employee works on one of the holidays listed below, s/he shall be paid for the holiday and the number of hours actually worked. In addition, the employee shall be paid the regular rate for the hours worked on the holiday. All holidays will be banked for use at a later time, unless the employee opts to be paid for the holiday. If the employee wants to be paid for the holiday, such payment must be requested prior to the end of the pay period in which the holiday falls. The paid holidays are: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If the holiday is observed on an employee's day off, the holiday will accrue to be taken at a later date.

During the period between and including Thanksgiving and New Year's Day, no employees who are in essential positions as set forth in Appendix B shall be scheduled or required to work more than two (2) of the actual holidays that occur during that period. All holidays

for essential employees are on the actual day of the holiday. Employees in essential positions, for purposes of pay and scheduling, all holidays will begin at 11p.m. on the day before the actual holiday and end at 10:59 p.m. on the actual day of the holiday. The dates of the actual holidays for essential personnel will be published for each calendar year.

B. Computation for Overtime

Holiday base pay shall be computed as time worked for purposes of overtime pay.

C. Saturday-Sunday Holidays

For non-essential employee's, any holiday falling on Saturday will be observed on the preceding Friday and any holiday falling on Sunday will be observed on the following Monday.

D. Additional Holidays

Additional holidays designated by the President of the United States or the Governor of Maine or the County Commissioners shall also be paid holidays.

E. Holiday Eligibility

To be eligible for holiday pay, the employee must have reported to work his/her last scheduled work day prior to the holiday and his/her first regularly scheduled work day after the holiday unless such employee is absent because of bereavement leave pursuant to Article 10 or presents a medical practitioner's certification of the employee's inability to work on one or both of the days. Further, any employee who has a one day illness on a holiday must present a medical practitioner's certification of such inability to work, unless the employee had been absent due to illness for several days preceding the holiday or following the holiday.

F. Holiday on Vacation or Day Off

1. Holiday on Scheduled Day Off

If a holiday is observed on an employee's scheduled day off the holiday will accrue to be taken at a later date.

2. Holiday during Vacation

If a holiday falls during an employee's vacation time, the employee may opt to use a day of vacation and bank the holiday for use at a later time pursuant to Article 13.

G. Notice

Accrued holiday time shall be taken on the basis of seniority if more employees request the same leave period than can be accommodated by scheduling as long as requests are submitted in compliance with this section. Leave of eight (8) hours or more shall require a forty-eight (48)

hour advance request in writing and shall be answered in writing within twenty-four (24) hours or shall be deemed granted.

H. Accrual of Holidays

Employees who work 8 hours may accumulate holidays, but may have no more than 96 hours of holidays and employees who work 10 hours may accumulate holidays, but may have no more than 120 hours of holidays accumulated at the end of the year. Employees may use their holidays as provided in this article, or be paid up to a maximum of eighty (80) hours annually. Payment will be made on the first Friday in June and the first Friday in November. Requests for such payment must be made in writing on a Request for Time Off form (RTF) and received by the Finance Department two (2) weeks prior to the payout date.

I. Refusal to Use of Accrued Holidays

Employees refused the opportunity to use accrued holidays in the month of December which would otherwise be lost at the end of the year, must have that decision reviewed by a non-bargaining unit supervisor. If an employee is still not permitted to reduce his/her holiday accumulation to no more than twelve (12) days, s/he will be permitted until the last day of February in the succeeding year to use the holidays.

J. Exceptions to Notice

Exceptions to the 48-hour request period are as follows:

1. Holidays used to extend bereavement leave.
2. Holidays used to extend sick leave once sick leave has been exhausted.

K. Donation of Holidays

Employees may donate accumulated holidays to other bargaining unit (NCEU) employees under the following conditions:

1. All Leave Exhausted

Employees receiving such donation shall have exhausted all paid leave.

2. Rate of Pay

The employee receiving the transfer shall receive his/her regular rate and the employee making the contribution shall have the day's pay deducted at his/her regular rate.

ARTICLE 14 - REST BREAKS

A. Rest Breaks

Rest breaks of fifteen (15) minutes maximum shall be granted as scheduled by the department head once during the first half and once during the last half of the work shift when possible. No break will be granted during a period of emergency operation affecting the health, safety, and welfare of the County citizens

B. Smoking

Effective upon ratification of this Agreement, smoking, tobacco use, and vaping is prohibited on all County property and adjacent sidewalks, including County vehicles, and personal vehicles when parked on County property. Bargaining unit employees may smoke, use tobacco or vape off county property so long as they remain within one hundred (100) yards of the front door of the Cumberland County Jail.

The smoking, vaping, and tobacco use prohibition does not prevent employees from using smoking, vaping, and tobacco use cessation products and medications.

ARTICLE 15 - WAGES

A. Wages

1. Employees shall be paid in accordance with Appendix A.1 and A.2, and A.3 — Wage Scale.

Appendix A.1

For the first year of the agreement, beginning July 1, 2020-2025 ending June 30, 20264, the wage scale shall be adjusted and increased by two and one-half percentfive (2.5%).

Appendix A.2

The wage scale for the period of July 1, 20264 ending June 30, 20272 shall be increased by threetwo and one-half percent (32.5%).

Appendix A.3

~~The wage scale for the period of July 1, 2022 ending June 30, 2023, shall be increased by three percent (3.0%).~~

Payment of the COLA wage increase effective July 1, 2025 will be retroactive to the effective date of the increase for those who are employed by the County as of the date of the ratification of this contract by both parties. ~~Payment of the COLA will be retroactive to the effective date of the increase.~~

2. Effective Date of Pay Increases

All across the board Pay increases, including cost of living adjustments, will be effective on the first day of a pay week. Pay rate changes such as step and grade changes will be effective on the first day of a pay week. Pay changes based on an anniversary or seniority date which falls the first day of a pay week through Wednesday of that week will be effective as of the first day of that pay week and effective on the first day of the next pay period for anniversary or seniority dates that fall after Wednesday of that week.

B. New Hires

All new employees hired on or after July 1, 2012, will be eligible to move to Correction Officer 1 wage scale on his/her first (1st) anniversary date of employment.

All new employees hired on or after July 1, 2021, will be eligible to move to Correction Officer 1 wage scale on his/her six (6) month anniversary date of employment.

Certified Corrections Officer Lateral Credit:

After ratification of this Agreement, the County may, as a recruitment and retention incentive, hire and initially place an employee who has a valid Maine Corrections Officer certification, at the CO II level, and up to the ten (10) years of service step for both pay and vacation accrual rate, in recognition of qualifications, experience, and previous Corrections Officer service.

C. CO 1 to CO 2

Employees hired on or after July 1, 2009 move from Correction Officer 1 to Correction Officer 2 on his/her third (3rd) anniversary of employment.

Employees hired on or after July 1, 2021 move from Correction Officer 1 to Correction Officer 2 on his/her second (2nd) anniversary of employment.

D. Longevity Stipend

1.

a.) Employees shall be paid longevity stipends as follows:

More than 5 years of county service - \$.75 per hour;

More than 10 years of county service - \$1.25 per hour;

More than 15 years of county service - \$1.45 per hour. And

More than 20 years of county service - \$1.70 per hour.

~~b.) Effective the first pay period in July 1, 2021, employees shall be paid longevity stipends as follows:~~

~~More than 5 years of county service \$1.00 per hour~~

~~More than 10 years of county service \$1.50 per hour~~

~~More than 15 years of county service \$1.85 per hour~~

~~More than 20 years of county service \$2.10 per hour~~

2. Continuous service

~~For purposes of this section, "county service" means continuous county service.~~

DE. Shift Differential

Employees who work the evening shift (1500 to 2300 hours) shall be paid shift differential of ~~\$.7025~~ per hour and employees who work the night shift (2300 to 0700 hours) shall be paid shift differential of ~~\$.8540~~ per hour. Employees who work between the hours of Friday beginning at 2300 and Monday ending at 0700 shall be paid shift differential of \$1.00 per hour.

EF. Master Correction Officer Stipend

Employees who are certified as a Master Correction Officer and are employed as corrections officers shall be paid a stipend of \$.50 per hour. Master Correction Officer Program requirements dated May 12, 2010 shall not be amended unless agreed to by the parties.

FG. Transport Officer Stipend

Correction Officers, who are assigned to work four (4) or more hours, on a detail requiring a current Transport Officer certification through the Maine Criminal Justice Academy shall be paid a stipend of \$.30 (30 cents) per hour.

GH. Field Training Officer Pay (FTO)

~~A stipend of one dollar (\$1.00) per hour will be paid to FTOs during the two (2) week on-shift shadow time and during training to qualify employees in master control, intake, transport, max, community corrections center, classification and OIC. Field Training Officers (FTOs) shall receive a stipend of \$0.38 per hour for all hours worked. FTOs shall serve in the assignment for a minimum of three years following assignment, unless removed by the Sheriff or designee for good cause, being unavailable to work due to an approved leave of absence or workers' compensation injury or illness, promotion, change in assignment, by mutual agreement of the employee and Sheriff, or for any other valid purposes in the best interest of the Sheriff's Office and/or employee. Employees who were serving as FTO as of May 8, 2023 are not required to serve an additional~~

three years as FTO. If an employee had been an FTO for less than three years as of May 8, 2023, the employee is only required to serve as an FTO for up to three years from the date of assignment.³

Employees who are assigned to work as an FTO on an as-needed basis shall be paid a stipend of \$1.50 per hour while performing work as an FTO.

HI. Promotion

When an employee is promoted, s/he shall remain at the same or higher lettered column. In no event, shall a promotion result in an employee being moved to a lower lettered column.

IJ. Pay in a Higher or Lower Classification

1. Bargaining Unit Position

When an employee is requested to fill-in for an employee in the bargaining unit in a higher or lower classification, s/he shall perform the full range of responsibilities for that job and shall be paid at the higher classification rate of pay.

2. Non-Bargaining Unit Position

When a unit employee is requested to perform a significant amount of work for an employee in a higher classification not in the bargaining unit, management will discuss the responsibilities that will be performed with the unit employee and union. If the duties the unit employee is expected to perform is a significant amount of the non-unit employee's work, an appropriate stipend may be paid.

JK. Ed Techs

Ed Techs who have a correction officer certification shall be paid correction officer longevity stipends.

KL. Overtime Pay

Overtime will be paid for all hours worked over forty (40) in a seven (7) day work period.

LM. Overtime List

Overtime offered to unit employees shall be done on a rotation basis by seniority as follows:

1. Overtime List

Employees who desire to have their names added to the overtime list must submit their request, in writing thirty (30) days prior to the beginning of each quarter and their names will be

³ See MOA dated May 8, 2023.

added to the overtime list as of the beginning of the next quarter. Employees may remove themselves from the overtime list at any time.

Employees can request to be added to the specialty overtime lists upon becoming qualified to perform the duties of the specialty position.

2. Calling the List

A. Employees may provide no more than two (2) phone numbers to be called for overtime shifts and must designate one as the primary number and the other as the secondary number. No answer within six (6) rings, a busy signal, unavailable to personally come to the phone, which shall include failure to respond to a message left on an answering machine within three (3) minutes of the call, will be marked as "U" for unavailable. If the phone is busy on the first call, a second call will be made approximately three (3) minutes later. This will also be marked as "U" for the purposes of equalization. No further calls need be attempted.

B. If a message is left then the person will receive an "LM" for Left Message.

C. If an employee is already working their scheduled shift or scheduled overtime shift then they will receive a "W" as in Working for the purpose of equalization. An accepted overtime shift will also be recorded as a "W" with the date of the shift to be worked.

D. If an employee is offered a shift and declines to work it, then they will receive an "R" as in Refusal for the purposes of equalization. The Refusal will be recorded with the date of the shift refused.

3. Weekly Sign-Up List – Corrections, Intake and Transport Lists Only

A labor management committee shall be established consisting of six (6) members. Three (3) members will represent the Union and three (3) members will represent the Employer. The purpose of the Committee is to develop a fair and equitable way to distribute overtime.

Overtime shifts known in advance, shall be posted at least the week prior and filled by using the weekly sign-up list. Each shift shall have its own equalization list that is separate from the other two shifts. Employees wishing to work the overtime shall sign the weekly sign-up list. The next eligible employee on the equalization list shall be offered the overtime as long as he/she has signed the weekly sign-up list. Any employee who was eligible for overtime on the equalization list, but failed to sign the weekly list will receive an "R".

Employees who accept an overtime shift and are unable to work the shift must find a replacement and notify the Shift Lieutenant, of the name of the replacement. An employee who accepts an overtime assignment and fails to report will be subject to discipline.

4. Overtime Known Less Than Two Hours in Advance

When employee's book off from work two (2) hours or less before the starts of their work shift, the equalization list does not need to be used to fill the vacancy. A refusal or acceptance of the overtime will not be documented on the equalization list.

1. Employees on shift and by seniority who have signed the less than 2 hours overtime list will be asked to fill the vacancy.

2. If there are no employees on the less than 2 hour sign up list who wants the overtime, than a facility all page will be used to seek out any volunteers.

3. If there are no volunteers, calls will be made from the appropriate weekly sign-up list. If there are no employees willing to work the overtime, the employer may seek to fill the overtime outside the bargaining unit.

5. Force Overs

When an overtime opening occurs that can't be filled voluntarily, the Supervisor will contact all employees via a single notification and offer the available overtime opening prior to initiating any force overs. Any hours accepted and worked shall count toward the rotation. If no employee volunteers to take the overtime, the Supervisor shall hold over an employee per this section and the overtime policy.

In the event the employer is still unable to fill the shift and provided further that the staffing is below minimum, the least senior bargaining unit employee on the shift will be forced. A rotating seniority list shall be established to fill the shift starting with the least senior bargaining unit employee. The rotating list selecting the least senior bargaining unit employee shall be reset January 1st of each year.

- a) Employees forced over may elect to find a suitable replacement and shall have fulfilled their responsibility if the "swap on" replacement works the force over shift. The "swap on" replacement will get credit for the force over.
- b) For purposes of placement on the rotating hold over list, new hires and employees returning from approved leaves of absence (Examples: FMLA, Workers' Comp, extended medical leaves) will receive credit for the average number of force overs on the shift they are assigned or returning to.
- c)

6. Overtime During Suspensions from Work

Employees out of work due to suspension without pay shall not be eligible to be called for overtime in the pay period(s) of the suspension. Each opportunity to work overtime during the time of suspension shall be counted as time worked for the purposes of equalization.

7. Holiday Overtime

Overtime offered on the actual Holidays outlined in the contract will be done strictly by seniority and seniority only. Regardless of where an employee is on the equalization sheet, the senior person on the weekly sign-up list will be given the overtime. That overtime will be considered as time worked for the purposes of equalization.

M.N. No Guarantee of Overtime

Section M does not guarantee overtime to unit employees to employees not qualified to perform the overtime assignment.

N.O. Overtime Lists

There shall be three (3) equalization overtime call lists. Only employees qualified to work in a particular area may have their names placed on the overtime list in accordance with this article. Employees' names may appear on more than one overtime call list. There shall be no other lists maintained. The overtime call lists shall be as follows; Corrections; transport; intake.

O. Shift Swaps⁴

- Employees may swap within the same job classification once per week per employee;
- The total number of shift swaps will be limited to 6 swaps per week;
- Employees must be qualified to work the post swapping to;
- No swapping of overtime shifts;
- No swapping that creates overtime;
- Swap must be completed within the same pay period;
- Requests for shift swaps must be submitted, in writing on an approved form signed by both parties to the swap, by Wednesday of the week prior to the week in which the shift swap is to occur and the request must be approved, in writing, prior to the shift swaps.
- Shift swaps shall remain in effect for the life of the current agreement or as mutually agreed to in a successor collective bargaining agreement.

ARTICLE 16 - WORK WEEK, OVERTIME, AND WORK DAY

A. Regular Work Week and Schedule Changes

1. All employees

- a. The regular work week, for all employees shall be forty (40) hours, which shall consist of either five (5) consecutive eight (8) hour days or four (4) ten (10) hour days, including which shall include a thirty (30) minute meal period. The pay period begins Sunday at 0700 hours and ends Sunday at 0659 hours. The regular shift shall be eight (8) consecutive hours including the meal period. An employee's regular work schedule may span over two pay periods. Any changes shall be agreed to by the parties. All permanent changes will be posted and all employees affected by such permanent change will be notified, in writing of the

⁴Moved from prior side letter.

reasons and the change, at least fourteen (14) calendar days before the effective date of the permanent change in -schedule.⁵

- b. Unless out of work on workers' compensation leave, FMLA, military leave, extended medical leave, or other approved leave of absence, employees shall work the entire forty (40)-hour regular work week as described above, or use available benefit time off to make up the difference in hours. Employees may not take a "no pay" day. Supervisor approval is required to use benefit time off.

B. Non Unit Personnel / Emergencies

Non-unit personnel shall not be permitted to fill unit vacancies unless unit members are unavailable or there is an emergency. For purposes of this section of this article, "emergency" shall mean any sudden and unexpected event that must be dealt with urgently, including but not limited to a riot, extreme weather storm, sustained power outage, or a medical pandemic, which require immediate action to preserve the care, custody, and control of the facility and occupants. A staffing shortage, in and of itself, is not a state of emergency for purposes of this section of this article.⁶

In the event of an emergency, as defined above and declared with the consent of the County Commissioners, the County shall notify the NCEU as soon as reasonably practicable in writing (which may be by email or text message). The NCEU shall have the opportunity to demand to bargain the impacts of said emergency, and the following preliminary actions shall be implemented until the parties can meet:

1. Outside staff will be used in accordance with the provisions of this agreement.
2. Employees will be asked for volunteers to move shifts / days off for a temporary period, not to exceed 30 days, unless agreed upon.
3. Non-essential employees who hold a corrections certification may be moved on a temporary basis for thirty (30) days provided the prior two actions have occurred.

During any declared emergency, the County will compensate all certified corrections officers and cooks at two times their regular rate of pay for all overtime hours physically worked.

The parties agree to hold a bi-weekly labor management meeting during any declared emergency to discuss any issues that arise from the state of emergency, including but not limited to, staffing and potential solutions. The initial meeting shall be held as soon as possible within ten (10) days of the declaration of emergency.

All employees will be returned to their bid on schedules and positions at the conclusion of the declared emergency.

⁵ See MOA dated June 3, 2024

⁶ See MOA dated May 16, 2022

Any employee denied a previously scheduled vacation, holiday or personal days during a declared emergency will be credited with an administrative day to be utilized at a later date, with the approval of management. Administrative days will take precedence over any other time off, with the exception of multi-day planned vacations.

C. Shift Changes

Supervisors shall not threaten employees with shift changes.

D. Inclement Weather

When the County Manager excuses County employees from duty because of inclement weather, employees listed as non-essential in Appendix D will be excused with pay. Those employees designated as essential will not be given compensatory time off. Employees who are on paid or unpaid leave will not be entitled to the administrative leave credit and will be charged with the appropriate leave time. Non-essential employees (as listed in Appendix D) who hold a current corrections certification shall report to work on inclement weather days called by the County Manager, with the exception of NCEU personnel assigned to the LEC.⁷

E. Work Hours and Overtime

1. Employees shall not work more than two (2) consecutive shifts (16 hours) in a twenty-four (24) hour period.

2. Employees may voluntarily work up to a maximum of seventy-two (72) hours per week; 32 hours of overtime. The parties recognize that there may be limited occasions in which an employee shall be permitted to work more than seventy-two (72) hours in a work week due to an ongoing staffing shortage. For example, such limited circumstances may include, when an employee is assigned to a hospital detail and is waiting to be relieved, or during shift change when something may be occurring in the area to which they were assigned. Supervisory staff shall manage the work hours to limit this occurrence and in no event shall an employee be permitted to work more than seventy-four (74) hours per work week.⁸

3. Employees may elect, or be forced to work a maximum of twenty-four (24) additional hours (up to three 8-hour shifts or a combination of shorter increments) over their regular forty (40) hour work week. Once an employee works sixty-four (64) hours or more in a work week, they shall not be required to work additional hours or be forced over in that week but may be permitted to work up to 8 additional hours as voluntary overtime pursuant to section E(2) above.

4. When an employee's regular work schedule as defined in Section A(1)(a) spans two pay periods, the employee shall not be held over or forced, as defined below more than three times. An employee is responsible for notifying his/her supervisor when he/she is forced for a fourth time in five (5) consecutive days of his/her regular work schedule. In the

⁷ See MOA dated July 27, 2021.

⁸ See MOA dated July 5, 2023.

event the employee notifies his/her supervisor, the employee shall not be forced to work. In the event the employee fails to notify his/her supervisor and the employee is held-over for a fourth time, the employee and the Union waive the right to grieve such holdover under the terms of this Agreement.⁹

5. A differential of \$5.154.17 per hour will be added to the employee's base hourly rate of pay for all hours physically worked after fifty-six (56) hours through seventy-two (72) hours each week. For purposes of this section of this article, hours worked does not include holidays not worked, vacation leave, sick leave, or personal days.

6. Except where otherwise provided in this Agreement, including Art. 12.C and Art. 13.B, overtime will only be paid for all hours worked over forty (40) in the pay period as defined in Section A(1)(a) a seven (7) day work week at one and one-half times (1.5x) the employee's regular rate of pay.

7. Employees may not be forced to work two (2) consecutive sixteen (16) hour shifts in a forty-eight (48) hour period.

F. Post Assignments:

Post assignments for all three shifts at the facility among correction officers will rotate every thirty (30) days except for designated areas, including Intake, Classification, Transports, Programs, Community Corrections Center, task or promotion assignments.

The parties agree that the County may post a task assignment for a minimum 24-month period in a housing unit dedicated to the federal prisoner population. The Jail Administrator shall have the discretion to determine the shifts and days off for this assignment and shall include the same in the posting of the assignment. The assignment and selection process for this assignment shall follow this Article 16, Section F and Article 23, Section B(2).

G. Canine Officer:

The assignment of canine officers shall be conducted pursuant to agency policy O-7 and the canine task assignment as applicable to corrections officers and the jail. Canine officers must be certified as a Correction Officer II, not on probationary status, and a commissioned deputy. The assignment to canine officer shall be for the life of the canine or a different timeframe only if circumstances require and are agreed upon by both parties. The agency will determine the shift and the days off for canine officers.

Canine officers will be paid an hourly stipend in the amount specified in Appendix A (wage scale), added to their base hourly rate of pay for the handling, feeding, walking, grooming, veterinary appointments/care, and regular care and maintenance of their canine.

⁹ See MOA dated June 3, 2024.

ARTICLE 17 - CALL IN PAY

A. Call Back Pay

Employees called back to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay. This section applies only when a call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in time annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day.

B. Call Back Work

There will be no requirement for the employee to remain working beyond the time necessary to satisfactorily perform the assignment for which the employee was originally called.

ARTICLE 18 - COURT APPEARANCE

Employees required to report to testify in Court on behalf of the Employer will be paid their regular rate of pay for a minimum of three (3) hours.

1. Employees who are compensated by the County for attendance at court are required to turn over to the County any witness fees or other compensation received for such appearances.
2. Private Litigation.

Any employee subpoenaed to appear in court as a witness in private litigation or as a party in private litigation unrelated to County employment will be given time off without pay for such attendance. Employees may use available Earned Time leave, or other available benefit time.

3. Notice Requirement.

Employees required to report for possible jury duty or as witnesses shall inform the Jail Administrator and Human Resources Department as soon as possible of such notice to report and of any subsequent obligations.

Employees shall return to work promptly to work the remainder of their regular shift after such jury or witness duties are completed.

ARTICLE 19 - MILEAGE

Should an employee be required to use his personal vehicle in the course of employment for the Employer, the Employer shall reimburse the employee at the maximum standard mileage rate as set by the Internal Revenue Service.

ARTICLE 20 - INSURANCE

A. Workers Compensation

1. Workers Compensation Benefits

The Employer shall provide employees with Workers Compensation insurance and leave benefits as required by Maine law. Any future amendments or modifications to the law or regulations will be automatically incorporated as part of this Agreement.

2. Additional Benefits

Employees out of work receiving Workers Compensation, in addition to any payment due from the Workers Compensation insurance payments, employees shall be entitled to the following additional benefits:

a. An employee will maintain his/her promoted position shift, and days off for a period of no more than twelve (12) months while out of work and receiving Workers Compensation insurance payments. The County agrees to provide reinstatement rights in accordance with Title 39 – A MRS sec. 218.

b. While out on workers' compensation, an employee will continue to accrue vacation, sick and holiday time. The employee may use accrued sick leave to pay the difference between his/her workers compensation benefits and his/her average weekly wage while out on workers' compensation.

B. Retirement

1. Maine Public Employees Retirement System

The Employer shall provide retirement coverage equivalent to that currently provided by the Maine Public Employees Retirement System (MainePERS). Effective January 1, 2019, employees who qualify under MainePERS regulations will be moved to Special Benefit Plan 2C-25 years/no age. Effective January 1, 2026, employees who qualify under MainePERS regulations will be moved to Special Benefit Plan 3C, provided that all approvals, calculations and applications as required by MainePERS have been completed on or before October 1, 2025.

2. 457 Plan

Employees with three (3) years of continuous service and not in the Maine Public Employees Retirement Plan may opt to participate in the employer provided 457 plan. In 2002, the employer shall match the employee's contribution up to five (5%) of the employee's earnings and up to seven percent (7%) of the employee's earnings effective with the first pay date in 2003.

3. Roth IRA

A Roth IRA is a savings vehicle that can complement other County retirement plans by allowing tax-free earnings and, if needed, flexible withdrawals.

Employees may participate in any Roth IRA Plan offered by the County with 100% employee contributions through payroll deduction. There is no County matching contribution. The County may contract with any Roth IRA provider(s) of its choosing. Participation shall be governed in accordance with the Plan document.

C. Social Security

The Employer shall provide employees with Social Security coverage or its equivalent program.

D. Group Life Insurance

At their own expense, employees may participate in the Maine Public Employees Retirement System (MainePERS), or the Maine Municipal Employees Health Trust (MMEHT) Group Life Insurance programs as long as they are available.

E. Medical Insurance

1. Medical Insurance Premiums

Effective January 1, 2015 the Employer shall provide comprehensive group hospital, surgical, and major medical plan for all unit employees working at least thirty (30) hours a week, and regularly scheduled year round. All unit members will have the option to choose between the plans offered. New employees will be enrolled in the plan on the first of the month following date of hire. The Employer shall contribute 100% towards the cost of the individual plan, ninety percent (90%) towards the cost of the adult with children plan, and eighty percent (80%) towards the cost of family plan; provided however, that Employees hired after September 7, 2010, shall contribute \$1.50 per week toward the cost of the individual plan.

For the term of this agreement, employees will have the option of health insurance coverage under the Maine Municipal Health Trust **Acadia (formerly POS C) Plan or the Pemaquid (formerly PPO 2500) Plan with a Health Reimbursement Account**, provided however, that current employees can only change plans during open enrollment.¹⁰

2. Withdrawal from Coverage

Employees who voluntarily elect to withdraw from participation in the medical insurance program provided by the Employer may do so upon presentation of proof of other medical coverage at time of hire, or any time there is a qualifying event during the year. [Example: Spouse obtains medical coverage through their employer, or employee has medical insurance through a parent's plan up to the age of 26]. For continuing eligibility, presentation of proof of other medical coverage must be provided to the Human Resources Department annually during the benefits open enrollment period which starts November 15, and no later than January 1.

¹⁰ From prior side letter.

Employees withdrawing from coverage will be compensated sixty percent (60%) of the savings of single premium coverage each pay period in which a premium for health insurance is not paid by the County for the employee.

3. Qualifying Events

At any time during the course of the year, if a qualifying event occurs which affects employer health insurance premiums, i.e. marriage, birth/adoption of a child or divorce the employee must notify the employer within 30 days of the event and will be liable for the premium difference.

F. Insurance Payment While on Leave

The Employer will continue to contribute its portion of the health insurance premium for any employee on Family Medical Leave Act (FMLA) leave for no more than twelve (12) weeks and for an employee out of work on Workers Compensation twelve (12) months from date of incapacitation. The employee may continue to participate in the group health insurance plan if s/he pays the full cost of the total monthly premium and provided that the cost of the premium is delivered to the Finance Director in the month that it is due and provided the insurance carrier allows such a person to continue as a member of the group. Failure to submit the premium payment to the Finance Director when it is due will result in the employee being dropped from the group plan.

G. Dental Insurance

1. Employees with Less Than 3 Years of Service

Employees shall be permitted to enroll in a group dental insurance program and have premiums for such program deducted from their paycheck. Only one (1) group plan shall be permitted.

2. Employees with at Least 3 Years of Service

Employees with at least three (3) years of continuous service shall be permitted to enroll in a group dental insurance program provided by the Employer. The Employer shall contribute fifty (50%) of the cost of the individual premium cost.

H. Vision Program

Employees with at least three (3) years of continuous service shall be eligible to be reimbursed for up to fifty dollars (\$50.00) per year for the cost of an eye exam from a licensed practitioner or towards the cost of eyewear, upon presentation of a dated receipt for such service. The receipt must be dated and presented in the year of the reimbursement.

Employees will be permitted to purchase vision insurance offered through the Maine Municipal Health Trust at their cost.

I. Domestic Partner Coverage

Coverage under the County's medical and dental insurance is available to domestic partners of employee's subject to the rules of the Maine Municipal Health Trust and the continuation by the County in that program. The premium payment for domestic partner coverage will be the same percentage as the county pays for the family premium cost for medical and dental insurance. The County currently pays 80% of the cost of premium for family medical insurance coverage and no portion of the cost of the premium for family dental coverage. Any employee who enrolls in domestic partner coverage is liable for all taxes, state and federal income tax and FICA, on that portion of the premium paid by the County for the domestic partner coverage.

J. Income Protection Insurance

This insurance is an optional benefit offered through Maine Municipal Employee's Health Trust (MMEHT) that protects against loss for a non-occupationally incurred illness or injury. The premiums are employee paid and coverage starts after a waiting period, which is the first of the next month following their date of hire. The County provides payroll deduction.

K. Wellness Program

The parties recognize the importance of health and wellness in the quality of employees' lives. The County has established a Wellness Promotion Program focusing on health awareness and prevention.

Employees may voluntarily participate in any Wellness Program offered by the County, in addition to being eligible for any applicable participation incentives.¹¹

ARTICLE 21 - UNIFORMS

A. Uniformed Personnel

The County will provide the initial issue uniform as outlined in Appendix C. If any of the items listed on Appendix C are no longer required as a part of the uniform, the County will not be required to provide it nor will the employee be required to wear it. Employees shall be responsible for the safe-keeping of their uniform and will produce all items for inventory upon request.

B. Non-Uniformed Personnel

All employees except, complaint officer, clerical and civil deputies will be required to wear a full uniform. In addition, correction officers working in transport assigned to the superior court shall receive the non-uniformed allowance. The aforementioned employees, except for clerical, will receive a clothing allowance of ~~five~~^{four} hundred dollars (\$5400) per year payable July 1st each

¹¹ From prior side letter.

year. Clothing allowance will be prorated should the employee be assigned to superior court after July 1st. If a non-uniformed employee is provided with a uniform by the County, s/he will not receive this clothing allowance. These are no uniformed so listed in APPENDIX.

ARTICLE 22 - TRAINING AND EDUCATION

A. Conferences

An employee required to attend a seminar, conference, or course of training shall be considered working and will receive his/her normal wages or salary as well as expenses, transportation, meals, lodging and tolls, etc., incurred by him/her for same. Following completion of the seminar, conference, or training, the employee must submit proof of his/her expenses in order that payment may be disbursed. In certain circumstances, the employee may receive an advance of expenses provided application for same is made to the supervisor at least seven (7) days prior to the commencement of the course, conference, or seminar. County Commissioner approval shall be required for all conferences, course, or seminars.

B. Course Reimbursement

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the Human Resources Director. Work related shall mean a course that is directly related to any actual job classification within County government. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. The decision of the Human Resources Director is not subject to arbitration. Payment will be made by the Commissioners upon receipt by the Employer of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

1.	Grade of A	100% reimbursement
2.	Grade of B	90% reimbursement
3.	Grade of C	70% reimbursement

C. Mandated Training

Employees, who do not complete the mandated State training either because the County failed to enroll the employee or because no courses were available with vacancies, shall not be terminated for such failure. The County shall apply for a waiver permitting these employees to continue working. However, if State statute requires termination, the employee shall be granted unpaid leave of absence with no benefits or seniority accrual until such required training is completed. Employees on such leave of absence shall be given a priority slot at the academy. An employee's failure to complete or enroll in required training shall be grounds for dismissal. Employees who were not hired as a Corrections Officer and for whose position does not require a

Corrections Officer certification (e.g., cooks and civil deputies) who are hired after July 1, 2025 will not be required to achieve Corrections Officer certification, but if the employee has Corrections Officer certification when hired, they will be required to maintain it.

D. Payment for College Degrees

Employees possessing a university or college degree shall be paid as listed below.

1. B.A. or B.S. Degree	.38 an hour
2. A.A. Degree	.19 an hour

E. Payment for College Degrees

The payment for such degree shall begin when the employee submits proof of such degree and it has been approved. If an employee leaves employment with the County within twelve (12) months of completion of any reimbursed course, the employee shall reimburse the County 1/12th the cost of the course for each month less than 12.

F. Training Pool

The Employer will establish a training pool for employees in the corrections officer classification, by seniority, for training for specialized assignments.

ARTICLE 23 - SENIORITY

A. Definition

Seniority is defined as the length of continuous service within the Department. All new employees shall serve a six (6) month probationary period, except as provided in Article 25, Section E, starting with his/her first day of employment. If a part-time employee becomes a full time employee, placement on the seniority list will be computed based upon 2080 hours worked equal to a year provided however, 2080 would be the maximum any employee would be credited with in any calendar year.

Multiple employees who are hired on the same date will be listed by alphabetical order by last name starting with (A) as the most senior of the group of new hires. This provision applies to employees hired after March 25, 2009.

Bargaining Unit Seniority shall be defined as continuous service in the bargaining unit. Bargaining unit seniority shall be used for days off, shift assignments and promotions.

B. Use of Seniority

1. Layoff and Recall

Seniority shall be the governing factor in cases of layoff and recall. Bargaining unit seniority shall be a consideration for promotions, but will not be the only or most important criteria for promotion. In the event of a layoff or reduction in work force, the employee(s) involved, if any,

shall have the right to bump the junior person in the classification or in a lower classification if the employee previously held said position with the County. For layoff purposes, part time employees are to be laid off first with the date of last hire being the designated seniority date.

2. Shifts and Days Off

When shifts and days off become available for corrections shifts, bargaining unit seniority shall be the sole criteria for filling these shifts and days off. When specialty assignment shifts and days off become available, including but not limited to, intake, classification, CCC security, inventory control, these openings will be posted for seven (7) calendar days. Management shall make the selection from the qualified applicants. If no qualified applicants apply then another posting for seven (7) calendar days will be made to the entire bargaining unit. Management shall then make the selection from those applicants.

Movement of days off in a specialty assignment will be done using seniority within the assignment on the shift of the opening and then using seniority within the assignment on any other shift. The last position open will be posted to the unit as a whole.

Those employees commissioned after January 1, 2003, once assigned to a shift, the assignment shall be for a minimum of two (2) years. Management will determine the number of commissioned officers per shift and days off.

C. **Recall**

Employees will be recalled by order of seniority to the classification from which they were laid off. Recalled employees must pass the requisite physical examination, at the expense of the Employer, if the layoff has been six (6) months or more.

ARTICLE 24 - FILLING OF VACANCIES

A. **Job Vacancies**

All job vacancies that are filled shall be filled in the following manner:

1. The position will be posted within the department for seven (7) calendar days.

2. If no qualified applicant applies for the position, the position may be advertised and filled from outside the unit.

B. **Filling of Shift Vacancies**

The Department shall post shift vacancies for seven (7) calendar days. The number of vacancies to be filled on each shift will be posted.

C. **Promotion- Criteria**

1. Promotions shall consist of the following criteria with the maximum points for each criterion. The maximum number of points that may be attained is 100:

a.	Oral Board	30 points
b.	Evaluation	20 points
c.	Bargaining Unit Seniority	25 points
d.	Work Records	25 points

2. Oral Board

All qualified applicants shall appear before an Oral Board composed of five (5) members, two (2) shall be selected by the NCEU, two (2) selected by the Employer, plus a fifth (5th) member from outside the agency, to be mutually agreed to by the Employer and the Union. The Board shall use a prepared list of questions which shall be asked of each candidate. The questions shall be drafted by the promotion board in order to fairly and uniformly test each candidate. The questions will be reviewed by the Human Resources Office in order to ascertain that all the questions are legal. The highest and the lowest score of the five (5) Board members shall be eliminated with the remaining three (3) scores averaged. Employees will be ranked according to their total score.

3. Work Record Criteria

The Promotions Scoring Board shall be comprised of two (2) members from the NCEU, one (1) member from the Sheriffs Officer Administration, and one (1) member from Human Resources and shall score the work records as follows:

a. Documents complimenting employees work will be classified according to the Sheriff's Department Policy and awarded by the Awards Board receive the following points:

1.	Sheriff's Unit memo	1 point
2.	Investigative/ Administrative Award of merit	2 points
3.	Sheriff's Unit Commendation	3 points

b. Discipline in an employee's personnel file shall be treated for promotional purposes as follows:

1.	Written warning	-1 point
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Written warnings shall not be considered for promotional

2. purposes after six (6) months from the date of the warning.
Written reprimand -2 points

Written reprimands shall not be considered for promotional purposes after one (1) year from the date of the reprimand.

3. 1-2 day's suspension -3 points

One (1) to two (2) days suspension shall not be considered for promotional purposes after three (3) years from the date of the suspension.

4. 3-5 day's suspension -5 points

Three (3) to five (5) days suspension shall not be considered for promotional purposes after five (5) years from the date of the suspension.

5. 6 or more days suspension -8 points

Six (6) or more day's suspension shall not be considered for promotional purposes after eight (8) years from the date of the suspension.

4. Promotions List

The promotional position will be offered to the highest ranked employee on the list. If an employee refuses a promotion from the list two (2) times, s/he shall be placed at the bottom of the list. The list shall be valid for twenty four (24) months from the date it is established. Applicants will receive their score and ranking in writing, by making a written request to the Human Resources Director.

5. Tie Breakers

In the event of a tied score, the employee with the longest full time continuous employment with the County will be higher ranked on the promotion list.

6. Probation Period

Promoted employee shall serve a six (6) month calendar day's probation period during which time management may move the employee back to his/her former job classification if the employee does not perform the new duties adequately. Before employees can be moved back to their former position, a written evaluation must be prepared for the employee in the promotional position. Employees shall have a twenty (20) days worked period to determine if they wish to remain in the new position after which they may elect to return to their former job classification, including former rank, shift and days off.

D. All Other Bargaining Unit Promotions

~~Promotions to all other bargaining unit positions, shall follow the above procedure, except there will be no written exam. The points allocated for the written exam will be applied to the oral boards.~~

DE. Non-Arbitrable

Promotions shall not be arbitrable.

ARTICLE 25 - DISCIPLINE

A. Employee Interview

If an employee is to be interviewed concerning allegations of misconduct, the investigator shall inform the employee of the specific conduct and/or allegations prompting the investigation. Nothing shall preclude the employer from expanding the scope of the investigation based upon information obtained during the investigation process. The investigator shall identify the source of the allegations, unless the employer believes that the circumstances require nondisclosure of the source.

B. Documents

When the investigation results in disciplinary action against an employee, the Union is entitled to a copy of the entire investigation, which shall include a copy of the recorded interviews and documents gathered by the Employer as part of the investigation. The County will provide one (1) copy of these documents to the Local Chief Steward. If a pre-determination hearing is held, the County will provide the copy to the Union business agent 5 working days before the hearing. The Union has the sole responsibility to provide the employee with the documents. When the investigation is complete, the employee shall be entitled to a copy of the Internal Affairs report.

C. Union Representation

If an employee is to be interviewed concerning allegations of misconduct by the employee, the employee may have Union representation during the interview. When an employee is interviewed as a witness to alleged misconduct, that employee may have union representation at an interview when the employee reasonably believes he/she may be subject to disciplinary action as a result of the investigation.

D. Timely Investigation and Notification

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. If at the end of the thirty (30) work days, the investigation has not been completed, the Captain of CID will review the status of the investigation and within 7 work days will provide a written report to the employee and the Sheriff.

E. Just Cause

1. Standard

No employee, after successful completion of twelve (12) continuous months of employment shall be disciplined or dismissed without just cause. Any grievance filed as a result of such action may begin at the step where the discipline or dismissal originated. If the employer has reason to reprimand an employee for failing to fulfill his/her responsibilities as employee, it shall be done in a manner that will not embarrass the employee before other employees, inmates or the public.

2. Adverse Material

Employees may respond to adverse material placed in their personnel file within ten (10) working days of receipt of the material. The response shall be in writing and will be attached to the original document, with a copy of the response being provided to the author of the adverse material.

3. Personnel Files

Discipline in an employee's personnel file may be cited in subsequent disciplinary proceedings, subject to the following limitations:

- a. Written warnings shall not be considered after 6 months from the date of the warning.
- b. Written reprimands shall not be considered after 1 year from the date of the reprimand.
- c. Suspensions of 1-2 days shall not be considered after 3 years from the date of the suspension.
- d. Suspensions of 3-5 days shall not be considered after 5 years from the date of the suspension.
- e. Suspensions of 6 or more days shall not be considered after 8 years from the date of the suspension.

Provided however, if an employee receives additional discipline during any period cited above, the prior discipline may continue to be cited during the period of the additional discipline. The employee shall have the right to inspect his/her personnel file. An employee may make a copy of their personnel file once per year at the County's expense.

F. Polygraph Examination

The taking of a polygraph examination test will be by mutual agreement of the Employer and employee. Once there has been such agreement, the results of the tests may be introduced in any hearing involving the employee.

G. Leave from Work

Any leave from work, required by the Employer, during any such internal investigation shall be without any loss of pay and/or benefits by any employee involved in said investigation.

ARTICLE 26 - WORK STOPPAGE

Employees within the bargaining unit, the Union and its officers at all levels agree that they will not instigate, promote, sponsor, or engage in any work stoppage or slowdown during the course of this Agreement. In the event that Union members participate in such activities in violation of this provision, the Union shall notify the members so engaged to cease and desist from such activities and instruct the members to return to their normal duties. The Employer agrees there will be no lockouts during the term of this Agreement.

ARTICLE 27 - MANAGEMENT RIGHTS

The Union agrees that the Employer has all rights and authority to manage its operation and to direct its work force, except those rights which are specifically abridged, modified or delegated by the provisions of this Agreement. The Union further recognizes the right of the Employer to establish rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this Agreement. The Employer agrees it will not order unit employees to do work for contracted medical health services.

ARTICLE 28 - SAFETY

A safety committee shall be established consisting of six (6) members. Three (3) members will represent the Union and three (3) members shall represent the Employer. Actions of the safety committee shall be forwarded to the appropriate Department Head and responded to in writing by him/her within thirty (30) days of receipt of notification of such action.

The County shall post the mechanism available to contact the safety committee and a list of all safety committee members in common areas of the facility. This information shall be updated in thirty (30) days or less as needed.

ARTICLE 29 - SAVINGS CLAUSE

If provisions of this Agreement shall be contrary to any law such invalidity shall not affect the remaining provisions. By request of either party, the parties shall enter negotiations to amend or replace the affected provisions.

ARTICLE 30 - PARKING

Unit members will be provided free of charge parking for one (1) vehicle at either the County jail facility, the parking garage, or other facility where the employee is assigned.

ARTICLE 31 - EMPLOYEE ADDRESS AND PHONE NUMBER

All employees shall be required to have a current and accurate address and phone number on file with the Human Resources Office and the Department Head. Such address and phone number shall be that of where the employee resides. The County shall not require employees to have a telephone as a condition of employment.

No County employee shall give out phone numbers and/or addresses of County employees.

ARTICLE 32 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established consisting of six (6) members. Three (3) members will represent the Union and three (3) members will represent the Employer. The purpose of the Committee is to increase communications, share information and resolve problems. The Committee shall not engage in collective bargaining, grievance resolution or alter the terms of this Agreement. The committee shall meet at the request of either party. The party requesting a meeting shall present an agenda for the meeting and the other party may add items to the agenda.

The NCEU and County/CCJ management agree to participate in Labor-Management meetings following the ratification of the ~~two new~~ collective bargaining agreements to jointly discuss ~~issues with staffing shortages, filling shifts, reducing force overs, etc., for emergency operations and staffing preparedness in the best interests of the NCEU and Cumberland County Jail~~ the following issues:-

1. ~~The parties have agreed to explore the use of a new scheduling system, that may be implemented manually or via software, that will allow scheduling a month in advance so that employees can choose voluntary overtime. The new scheduling system may also be used by the County to identify forces up to one month in advance, if needed. The LMC will review the current overtime rotation system, which is based on each occurrence of overtime, and develop a new system to be based on actual overtime hours worked (including both voluntary and forced overtime). The County agrees that the new scheduling system will be designed to prevent employees from being forced to work two (2) consecutive sixteen (16) hour shifts in a forty-eight (48) hour period to the greatest extent possible. The parties agree to work toward implementing this new system by January 1, 2026 and to subsequently implement the software in connection with this system when available.~~
2. ~~The parties have agreed to review the definition of "regular work week" to include either five 8-hour or four 10-hour days for a one-year trial period beginning no sooner than October 2025. The Jail Administrator will be responsible for identifying and approving~~

positions eligible for schedule changes and shall determine the employee's third day off, considering operational needs. NCEU members qualified for a particular job or assignment may be required to fill a vacancy caused by a day off during the work week for an employee who works four 10-hour days. In addition, employees assigned to 10-hour shifts may be utilized to backfill line staff areas during the last two hours of their shift. Holiday weeks will still require four work days in addition to the holiday.

3. The parties have agreed to discuss the creation of an in-service training program.
4. The parties have agreed to discuss the implementation of amendments to 14 M.R.S.A. Section 5545 and 17-A M.R.S.A. Sections 2, 107, 107-A, 110, 1002-A, and 1004 regarding the use of force by transport officers and corrections officers.
5. The parties have agreed to review the positions that are subject to the promotions process outlined in Article 24, as well as the process for promotions as outlined in Article 24.

ARTICLE 33 - REPRODUCTION OF AGREEMENT

The Employer Agrees to supply all unit employees with a copy of this Agreement within thirty (30) days of the Agreement signing date.

ARTICLE 34 - DURATION

This Agreement shall be effective July 1, 20202025, unless otherwise specified, and shall remain in effect until June 30, 20232027. The Union shall notify the County, in writing, one hundred twenty (120) days prior to the expiration of the Agreement that it desires to modify this Agreement. If said notice is given, this Agreement shall remain in full force and be effective during the period of negotiation.

SIGNATURE PAGE

For the:

NATIONAL CORRECTIONAL
EMPLOYEES UNION [NCEU], LOCAL 110

For the:

CUMBERLAND COUNTY COMMISSIONERS

John CennerGiovanna Peruzzi, Attorney for the NCEU Bargaining Agent
GewardStephen Gorden, Chair

Thomas

William Doyle, NCEU Regional Director

James CloutierStephen Gorden, Commissioner

Dennis WelchChris Decapua, NCEU Local 110 President
Commissioner

Jean-Marie Caterina James Cloutier,

Neil JamiesonTom Tyler, Commissioner

Susan WitenisPatricia Smith, Commissioner

James H. Gailey, County Manager

Don BrewerAmy Jennings, HR Director / Lead

Negotiator

DATED: _____

DATED: _____

NCEU Bargaining Team

Cumberland County Bargaining Team

John Connor, Esq., Giovanna Peruzzi NCEU Attorney / Chief Negotiator Alyssa Tibbetts, County Attorney/Lead Negotiator

Den BrewerAmy Jennings, HR Director / Lead Negotiator

William Doyle, NCEU Regional Director

Naldo GagnonBrian Pellerin, Chief Deputy, CCSO

Dennis WelchChris Decapua, President, NCEU Local 110

Major Tim Kortes, Jail Administrator

Daren SmithNick Berry, Vice President NCEU Local 110
Human Resources

Dawn PazmanyDon Goulet,

Violet GushaCody Belyea, NCEU Local 110
Resources

Amy Jennings, Human

Wayne DiffinMark Renna, NCEU Local 110

Tom WithamJeremy Fecteau, NCEU Local 110

APPENDIX A

NCEU WAGE SCALE

YEAR 1: July 1, 2025 - June 30 2026 (5% Increase)

COOKS		Job Classification	After 2	After 4	After 7	After	After	After		
Class	Pay		Start	Yrs	Yrs	Yrs	10 Yrs	15 Yrs	20 Yrs	
6710	110	Cook II		\$24.60	\$26.62	\$28.14	\$31.04	\$33.07	\$34.09	\$34.83
COOKS Shift Differentials:				Evening Shift #702: \$0.35				Night Shift- #703: \$0.50		

***NCEU Members hired prior to 1/1/99: Please see "Grandfathered Wage Scale"**

		Job Classification	PR	After 5	After	After	After		
Class	Pay		Start	Yrs	10 Yrs	15 Yrs	20 Yrs		
6511	112	Receptionist Clerk	N2	\$25.08	\$26.35	\$26.98	\$27.42	\$27.73	
6718	112	Records Clerk							
6512	114	Admin Secretary	N4	\$26.55	\$27.82	\$28.45	\$28.89	\$29.20	
6732	114	Education Techs							
4011		Re-Entry Case Manager							
6805	115	Admin. Civil Deputy	N5	\$27.15	\$28.41	\$29.04	\$29.48	\$29.80	
6806	110	Civil Deputy							
4010	115	Re-Entry Coordinator	N6	\$28.97	\$30.23	\$30.86	\$31.30	\$31.62	
6610		Crime Analyst							
		Job Classification	PR	After 3	After 6	After	After		
Class	Pay		Start	Yrs	Yrs	10 Yrs	15 Yrs	20 Yrs	
6702	112	Correction Officer I	2	\$26.90					
		(Hire to 2 Yrs)							
6703	113	Correction Officer II (Yrs 2+)	3	\$27.53	\$28.79	\$29.42	\$29.86	\$30.18	\$30.49
863		K9 Handler Stipend - CO II (Added to Base rate above for all hrs worked)		\$3.85	\$4.03	\$4.12	\$4.18	\$4.23	\$4.27
		Job Classification	PR	After 5	After	After	After		
Class	Pay		Start	Yrs	10 Yrs	15 Yrs	20 Yrs		
6734	114	Property Officer	4	\$28.35	\$29.61	\$30.24	\$30.68	\$31.00	
6603		Complaint Officer							
6737		Community Program Officer	5	\$28.97	\$30.23	\$30.86	\$31.30	\$31.62	
6704		Transport Officer							
6736	115	Recreation Officer							
6735		Trustee Coordinator							
6707		Staff Development							

Pay #	Education Stipends
850	Master CO: \$0.50
819	Associates Degree: \$0.19
838	Bachelors Degree: \$0.38

New Hire Brown Pins Lateral Service:
Up to 15 Years for PAY placement/movement
Up to 10 Years for VACATION accrual purposes

Pay#	"Other" Differential/Stipend Pay
702	Evening Shift: \$0.70
703	Night Shift: \$0.85
235	Weekend Shift Differential: \$1.00
	Friday, 2300 - Monday, 0700
862	Field Training Officer (FTO): \$0.38
	Hours worked after 56 - < 72: \$5.15

APPENDIX A

NCEU WAGE SCALE

YEAR 2: July 1, 2026 - June 30, 2027 4% Increase)

COOKS	Job Classification	After 2	After 4	After 7	After	After	After	
		Start	Yrs	Yrs	10 Yrs	15 Yrs	20 Yrs	
Class Pay								
6710 110	Cook II	\$25.59	\$27.69	\$29.26	\$32.28	\$34.39	\$35.45	\$36.22

COOKS Shift Differentials: Evening Shift #702: \$0.35 Night Shift- #703: \$0.50

***NCEU Members hired prior to 1/1/99: Please see "Grandfathered Wage Scale"**

Job Classification		PR	After 5	After	After	After		
Class	Pay	Start	Yrs	10 Yrs	15 Yrs	20 Yrs		
Class Pay								
6511 112	Receptionist Clerk	N2	\$26.09	\$27.40	\$28.06	\$28.51	\$28.84	
6718	Records Clerk							
6512	Admin Secretary	N4	\$27.62	\$28.93	\$29.58	\$30.04	\$30.37	
6732 114	Education Techs							
4011	Re-Entry Case Manager							
6805 115	Admin. Civil Deputy	N5	\$28.24	\$29.55	\$30.20	\$30.66	\$30.99	
6806 110	Civil Deputy							
4010 115	Re-Entry Coordinator	N6	\$30.13	\$31.44	\$32.09	\$32.55	\$32.88	
6610	Crime Analyst							
Job Classification		PR	After 3	After 6	After	After		
Class	Pay	Start	Yrs	Yrs	10 Yrs	15 Yrs		
6702 112	Correction Officer I	2	\$27.98					
	(Hire to 2 Yrs)							
6703 113	Correction Officer II (Yrs 2+)	3	\$28.63	\$29.94	\$30.60	\$31.05	\$31.39	\$31.71
863	K9 Handler Stipend - CO II (Added to Base rate above for all hrs worked)		\$4.00	\$4.19	\$4.28	\$4.35	\$4.40	\$4.44
Job Classification		PR	After 5	After	After	After		
Class	Pay	Start	Yrs	10 Yrs	15 Yrs	20 Yrs		
6734 114	Property Officer	4	\$29.48	\$30.80	\$31.45	\$31.91	\$32.24	
6603	Complaint Officer							
6737	Community Program Officer	5	\$30.13	\$31.44	\$32.09	\$32.55	\$32.88	
6704	Transport Officer							
6736 115	Recreation Officer							
6735	Trustee Coordinator							
6707	Staff Development							

Pay #	Education Stipends
850	Master CO: \$0.50
819	Associates Degree: \$0.19
838	Bachelors Degree: \$0.38

New Hire Brown Pins Lateral Service:
Up to 15 Years for PAY placement/movement
Up to 10 Years for VACATION accrual purposes

Pay #	"Other" Differential/Stipend Pay
702	Evening Shift: \$0.70
703	Night Shift: \$0.85
235	Weekend Shift Differential: \$1.00
	<i>Friday, 2300 - Monday, 0700</i>
862	Field Training Officer (FTO): \$0.38
	Hours worked after 56 -< 72: \$5.15

APPENDIX B
JOB CLASSIFICATIONS

Corrections

Corrections Officer I** A

Corrections Officer II ** A

Lobby Receptionist –CO **A, ~~B~~

Property Officer **

Transportation Officer**

Recreation Officer **

Trustee Coordinator **

Community Program Officer **

Staff Development Specialist **

Non- Corrections

Re-Entry Manager

Records ClerkRe-Entry Coordinator

Administrative Secretary

Education Technician

Administrative Civil Deputy

Civil Deputy

Complaint Officer

Crime Analyst

Receptionist Clerk

Records Clerk

**Denotes positions that require correction officer certification

A. Denotes positions that are filled seven days per week. Essential

~~B. Nikki Cox, who is not a certified correction officer, is grandfathered to work in the jail lobby at the Lobby Receptionist CO~~

APPENDIX C

UNIFORMS

A. Corrections Officer, Classifications Officer, Lobby Officer, Property Officer, Recreation Officer, Trustee Coordinator, Education Technicians, Staff Development Specialist, and Community Programs Officer.

The following shall constitute the uniform for members of the bargaining unit required to wear a uniform in the performance of their duties:

1	Badge
1	Pair Collar Insignia
1	Name Tag
1	Pair Handcuffs and Case
1	Tie
1	Tie Pin
<u>4</u>	<u>BDU Shirts</u>
3	<u>TBDU Pants</u>
1	<u>All-weather jacket with liner</u> <u>Softshell jacket 3-season</u>
<u>1</u>	<u>Softshell jacket 4-season (CPO's ONLY)</u>
<u>1</u>	<u>Short-Sleeve Uniform Shirt</u> <u>**Commission officers only</u>
1	Long Sleeve Uniform Shirt <u>– Class B</u>
1	Uniform Pant <u>– Class B</u>
<u>1</u>	<u>Approved black mock turtleneck</u>
1	<u>Pair of approved footwear (up to \$100.00)</u> <u>*amount may increase</u>
1	<u>Belt</u>
2	<u>Polo long-sleeve shirts</u>
<u>3</u>	<u>Polo short-sleeve shirts</u>
1	Flashlight & holder <u>– (employee is responsible for maintaining i.e.: bulbs/batteries)</u>

B. Employees not wearing the required uniform are subject to discipline.

C. All uniforms will be replaced on an as needed basis unless the uniform is damaged through employee neglect.

D. Transportation Officer

In addition to items provided in §A. above, the transportation officer shall receive the following uniform issue and be subject to all the provisions of §B & C above:

2	Badges
1	Rain Coat
1	Duty Belt
1	Holster
2	Magazines
1	Magazine Holder
1	Baton and Holder
1	Flashlight
1	Flashlight Holder

1	Sidearm
52	Rounds ammunition
4	Belt keepers

E. Community Programs (Re-Entry Coordinator and Re-Entry Manager) & Security Officer:

~~3 sets of appropriate uniform shirts and pants~~
3 Pair of Khaki pants
3 Polo Shirts
1 Blue Fleece

F. Education Technicians – 2 polo shirts: 2 Khaki pants.

APPENDIX D

NON-ESSENTIAL EMPLOYEES

Records clerk
Education Technician
Staff Development Specialist
Administrative Civil Deputy
Administrative Secretary
Crime Analyst
Complaint Officer
Trustee Coordinator
Inventory Control Officer
Property Officer
Transport Officer
Receptionist Clerk
Civil Deputy
ACA assistant
Recreation Officer
Community Program Officer
Re-Entry Manager
Re-Entry Coordinator

APPENDIX E

2020-2025 HOLIDAYS

	<u>Essential Employees</u>	<u>Non-Essential Employees</u>
<u>New Year's Day</u>	<u>Wednesday, January 1, 2025</u>	<u>Wednesday, January 1, 2025</u>
<u>Martin Luther King Day</u>	<u>Monday, January 20, 2025</u>	<u>Monday, January 20, 2025</u>
<u>Presidents' Day</u>	<u>Monday, February 17, 2025</u>	<u>Monday, February 17, 2025</u>
<u>Patriots' Day</u>	<u>Monday, April 21, 2025</u>	<u>Monday, April 21, 2025</u>
<u>Memorial Day</u>	<u>Monday, May 26, 2025</u>	<u>Monday, May 26, 2025</u>
<u>Juneteenth</u>	<u>Thursday, June 19, 2025</u>	<u>Thursday, June 19, 2025</u>
<u>Independence Day</u>	<u>Friday, July 4, 2025</u>	<u>Friday, July 4, 2025</u>
<u>Labor Day</u>	<u>Monday, September 1, 2025</u>	<u>Monday, September 1, 2025</u>
<u>Indigenous Peoples Day</u>	<u>Monday, October 13, 2025</u>	<u>Monday, October 13, 2025</u>
<u>Veterans' Day</u>	<u>Tuesday, November 11, 2025</u>	<u>Tuesday, November 11, 2025</u>
<u>Thanksgiving Day</u>	<u>Thursday, November 27, 2025</u>	<u>Thursday, November 27, 2025</u>
<u>Day after Thanksgiving</u>	<u>Friday, November 28, 2025</u>	<u>Friday, November 28, 2025</u>
<u>Christmas Day</u>	<u>Thursday, December 25, 2025</u>	<u>Thursday, December 25, 2025</u>

New Year's Day Thursday, January 1, 2026 Thursday, January 1, 2026

*NOTE: See Appendix D for list of Non-Essential Employees

	<u>For Essential Employees</u>	<u>Non-Essential Employees</u>
New Year's Day	Wednesday, January 1, 2020	Wednesday, January 1, 2020
Martin Luther King Day	Monday, January 20, 2020	Monday, January 20, 2020
Presidents' Day	Monday, February 17, 2020	Monday, February 17, 2020
Patriots' Day	Monday, April 20, 2020	Monday, April 20, 2020
Memorial Day	Monday, May 25, 2020	Monday, May 25, 2020
Independence Day	Saturday, July 4, 2020	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020	Monday, September 7, 2020
Indigenous Peoples Day	Monday, October 12, 2020	Monday, October 12, 2020
Veterans' Day	Wednesday, November 11, 2020	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020	Thursday, November 26, 2020
Day After Thanksgiving	Friday, November 27, 2020	Friday, November 27, 2020
Christmas Day	Friday, December 25, 2020	Friday, December 25, 2020
New Year's Day	Friday, January 1, 2021	Friday, January 1, 2021

For Cumberland County Government, holidays that fall on Saturday are observed on the preceding Friday, holidays that fall on Sunday are observed on the following Monday.

Collective Bargaining Unit employees should refer to their Collective Bargaining Agreements to determine the treatment of holidays which fall on Saturday or Sunday.

APPENDIX E

2021-2026 HOLIDAYS

	<u>Essential Employees</u>	<u>Non-Essential Employees</u>
<u>New Year's Day</u>	<u>Thursday, January 1, 2026</u>	<u>Thursday, January 1, 2026</u>
<u>Martin Luther King Day</u>	<u>Monday, January 19, 2026</u>	<u>Monday, January 19, 2026</u>
<u>Presidents' Day</u>	<u>Monday, February 16, 2026</u>	<u>Monday, February 16, 2026</u>
<u>Patriots' Day</u>	<u>Monday, April 20, 2026</u>	<u>Monday, April 20, 2026</u>
<u>Memorial Day</u>	<u>Monday, May 25, 2026</u>	<u>Monday, May 25, 2026</u>
<u>Juneteenth</u>	<u>Friday, June 19, 2026</u>	<u>Friday, June 19, 2026</u>
<u>Independence Day</u>	<u>Saturday, July 4, 2026</u>	<u>Friday, July 3, 2026</u>
<u>Labor Day</u>	<u>Monday, September 7, 2026</u>	<u>Monday, September 7, 2026</u>
<u>Indigenous Peoples Day</u>	<u>Monday, October 12, 2026</u>	<u>Monday, October 12, 2026</u>
<u>Veterans' Day</u>	<u>Wednesday, November 11, 2026</u>	<u>Wednesday, November 10, 2026</u>
<u>Thanksgiving Day</u>	<u>Thursday, November 26, 2026</u>	<u>Thursday, November 26, 2026</u>
<u>Day after Thanksgiving</u>	<u>Friday, November 27, 2026</u>	<u>Friday, November 27, 2026</u>
<u>Christmas Day</u>	<u>Friday, December 25, 2026</u>	<u>Friday, December 25, 2026</u>
<u>New Year's Day</u>	<u>Friday, January 1, 2027</u>	<u>Friday, January 1, 2027</u>

*NOTE: See Appendix D for list of Non-Essential Employees

	<u>For Essential Employees</u>	<u>Non-Essential Employees</u>
<u>New Year's Day</u>	<u>Friday, January 1, 2021</u>	<u>Friday, January 1, 2021</u>
<u>Martin Luther King Day</u>	<u>Monday, January 18, 2021</u>	<u>Monday, January 18, 2021</u>
<u>Presidents' Day</u>	<u>Monday, February 15, 2021</u>	<u>Monday, February 15, 2021</u>

Patriots' Day	Monday, April 19, 2021	Monday, April 19, 2021
Memorial Day	Monday, May 31, 2021	Monday, May 31, 2021
Independence Day	Sunday, July 4, 2021	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021	Monday, September 6, 2021
Indigenous Peoples Day	Monday, October 11, 2021	Monday, October 11, 2021
Veterans' Day	Thursday, November 11, 2021	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 25, 2021
Day after Thanksgiving	Friday, November 26, 2021	Friday, November 26, 2021
Christmas Day	Saturday, December 25, 2021	Friday, December 24, 2021
New Year's Day	Saturday, January 1, 2022	Friday, December 31, 2021

For Cumberland County Government, holidays that fall on Saturday are observed on the preceding Friday, holidays that fall on Sunday are observed on the following Monday.

Collective Bargaining Unit employees should refer to their Collective Bargaining Agreements to determine the treatment of holidays which fall on Saturday or Sunday.

APPENDIX E

2027 HOLIDAYS

	<u>Essential Employees</u>	<u>Non-Essential Employees</u>
New Year's Day	Friday, January 1, 2027	Friday, January 1, 2027
Martin Luther King Day	Monday, January 18, 2027	Monday, January 18, 2027

<u>Presidents' Day</u>	<u>Monday, February 15, 2027</u>	<u>Monday, February 15, 2027</u>
<u>Patriots' Day</u>	<u>Monday, April 19, 2027</u>	<u>Monday, April 19, 2027</u>
<u>Memorial Day</u>	<u>Monday, May 31, 2027</u>	<u>Monday, May 31, 2027</u>
<u>Juneteenth</u>	<u>Saturday, June 19, 2027</u>	<u>Friday, June 18, 2027</u>
<u>Independence Day</u>	<u>Sunday, July 4, 2027</u>	<u>Monday, July 5, 2027</u>
<u>Labor Day</u>	<u>Monday, September 6, 2027</u>	<u>Monday, September 6, 2027</u>
<u>Indigenous Peoples Day</u>	<u>Monday, October 11, 2027</u>	<u>Monday, October 11, 2027</u>
<u>Veterans' Day</u>	<u>Thursday, November 11, 2027</u>	<u>Thursday, November 11, 2027</u>
<u>Thanksgiving Day</u>	<u>Thursday, November 25, 2027</u>	<u>Thursday, November 25, 2027</u>
<u>Day after Thanksgiving</u>	<u>Friday, November 26, 2027</u>	<u>Friday, November 26, 2027</u>
<u>Christmas Day</u>	<u>Saturday, December 25, 2027</u>	<u>Friday, December 24, 2027</u>
<u>New Year's Day</u>	<u>Saturday, January 1, 2028</u>	<u>Friday, December 31, 2027</u>

*NOTE: See Appendix D for list of Non-Essential Employees

	<u>For Essential Employees</u>	<u>Non-Essential Employees</u>
<u>New Year's Day</u>	<u>Saturday, January 1, 2022</u>	<u>Friday, December 31, 2021</u>
<u>Martin Luther King Day</u>	<u>Monday, January 17, 2022</u>	<u>Monday, January 17, 2022</u>
<u>Presidents' Day</u>	<u>Monday, February 21, 2022</u>	<u>Monday, February 21, 2022</u>
<u>Patriots' Day</u>	<u>Monday, April 18, 2022</u>	<u>Monday, April 18, 2022</u>
<u>Memorial Day</u>	<u>Monday, May 30, 2022</u>	<u>Monday, May 30, 2022</u>
<u>Independence Day</u>	<u>Monday, July 4, 2022</u>	<u>Monday, July 4, 2022</u>
<u>Labor Day</u>	<u>Monday, September 5, 2022</u>	<u>Monday, September 5, 2022</u>
<u>Indigenous Peoples Day</u>	<u>Monday, October 10, 2022</u>	<u>Monday, October 10, 2022</u>
<u>Veterans' Day</u>	<u>Friday, November 11, 2022</u>	<u>Friday, November 11, 2022</u>
<u>Thanksgiving Day</u>	<u>Thursday, November 24, 2022</u>	<u>Thursday, November 24, 2022</u>

Day after Thanksgiving	Friday, November 25, 2022	Friday, November 25, 2022
Christmas Day	Sunday, December 25, 2022	Monday, December 26, 2022
New Year's Day	Sunday, January 1, 2023	Monday, January 2, 2023

For Cumberland County Government, holidays that fall on Saturday are observed on the preceding Friday, holidays that fall on Sunday are observed on the following Monday.

Collective Bargaining Unit employees should refer to their Collective Bargaining Agreements to determine the treatment of holidays which fall on Saturday or Sunday.

APPENDIX E

2023 HOLIDAYS

	<u>For Essential Employees</u>	<u>Non-Essential Employees</u>
New Year's Day	Sunday, January 1, 2023	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023	Monday, January 16, 2023
Presidents' Day	Monday, February 20, 2023	Monday, February 20, 2023
Patriots' Day	Monday, April 17, 2023	Monday, April 17, 2023
Memorial Day	Monday, May 29, 2023	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023	Monday, September 4, 2023
Indigenous Peoples Day	Monday, October 9, 2023	Monday, October 9, 2023
Veterans' Day	Saturday, November 11, 2023	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023	Thursday, November 23, 2023

Day after Thanksgiving	Friday, November 24, 2023	Friday, November 24, 2023
Christmas Day	Monday, December 25, 2023	Monday, December 26, 2023
New Year's Day	Monday, January 1, 2024	Monday, January 1, 2024

~~For Cumberland County Government, holidays that fall on Saturday are observed on the preceding Friday, holidays that fall on Sunday are observed on the following Monday.~~

~~Collective Bargaining Unit employees should refer to their Collective Bargaining Agreements to determine the treatment of holidays which fall on Saturday or Sunday.~~

APPENDIX F AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ and _____ certify that we are domestic partners in accordance with the following criteria.

1. We are each other's sole domestic partner, have been so for at least twelve months prior to the execution of this affidavit and intend to be domestic partners indefinitely.

2. We are jointly responsible for each other's common welfare, share financial obligations and share our primary residence. We can provide evidence of joint responsibility and hereby authorize Cumberland County to verify information provided in this affidavit. Joint responsibility must be demonstrated by the existence of two or more of the following (please check two items that apply):

- Domestic Partner Agreement or Relationship Contract
- Joint mortgage or joint ownership of primary residence
- Two of the following:
 - Joint ownership of a motor vehicle
 - Joint checking account
 - Joint credit account
 - Joint lease

The Domestic Partner has been designated as a beneficiary on employee's will or retirement contract.

3. We are not married to anyone; at least eighteen (18) years of age; of sound mind and under no undue influence to enter into this agreement and not related by a degree of closeness which would prohibit marriage in the State of Maine.

4. We agree to notify Cumberland County within thirty (30) days should the domestic partnership be terminated.

5. We understand that falsification of information contained in this affidavit may lead to disciplinary action for the Cumberland County employee.

Dated:

State of Maine
Cumberland, SS

Personally appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Employee

Notary Public

Dated:

Domestic Partner

State of Maine
Cumberland, SS

Personally appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Notary Public

APPENDIX G

Corrections Promotion Worksheet

Date: _____ Candidate: _____

Review panel _____

Oral Board (max. 30 points) Score: _____
List each total score: delete low & high score; ave the remaining scores

Evaluations (max. 20 points) add each section to a total score divide by 2 Score: _____
Unsatisfactory = 0: below standard = 1: standard = 2: above standard = 3: outstanding = 4

Work Records (max. 25 points)

Sheriff's Unit Commendation _____ x 3 pt. = _____

Investigative Award of Merit _____ x 2 pt. = _____

Administrative Award of Merit _____ x 2 pt. = _____

Sheriff's Unit Memo _____ x 1 pt. = _____

Subtotal positive points _____

Written Warning _____ x 1 pt. = _____

Written Reprimand _____ x 2 pt. = _____

Suspension 1 or 2 days _____ \times 3 pt. = _____

Suspension 3 to 5 days _____ \times 5 pt. = _____

Suspension 6 days or more _____ \times 8 pt. = _____

Subtotal negative points _____

Net Work Records Points:

Positive points minus negative points

Score: _____

Bargaining Unit Seniority Points (max. 25 points)

Number of full years of service \times 1.0 = _____

Score: _____

Grand Total

Score: _____

~~SHIFT SWAPS - SIDE LETTER~~

- Employees may swap within the same job classification once per week per employee;
- The total number of shift swaps will be limited to 6 swaps per week;
- Employees must be qualified to work the post swapping to;
- No swapping of overtime shifts;
- No swapping that creates overtime;
- Swap must be completed within the same pay period;
- Requests for shift swaps must be submitted, in writing on an approved form signed by both parties to the swap, by Wednesday of the week prior to the week in which the shift swap is to occur and the request must be approved, in writing, prior to the shift swap.
- Shift swaps shall remain in effect for the life of the current agreement or as mutually agreed to in a successor collective bargaining agreement.

**~~SIDE LETTER
REGARDING WELLNESS PROGRAM~~**

~~The parties recognize the importance of health and wellness in the quality of employees' lives. The County has established a Wellness Promotion Program focusing on health awareness and prevention.~~

~~Employees may voluntarily participate in any Wellness Program offered by the County, in addition to being eligible for any applicable participation incentives.~~

MEDICAL INSURANCE SIDE LETTER

~~For the term of this agreement, employees will have the option of health insurance coverage under the Maine Municipal Health Trust POS C Plan or the PPO 2500 Plan with a Health Reimbursement Account, provided however, that current employees can only change plans during open enrollment.~~



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-009

Agenda Date: 1/20/2026

Agenda #:

Agenda Item Request:

Acceptance of the FY25 Emergency Management Performance Grant award.

Background and Purpose of Request:

CCEMA has been awarded \$320,218.66 in FY2025 Emergency Management Performance Grant funding. The purpose of this award is to improve and sustain Emergency Management capability across the nation. Funds are used primarily to support the Cumberland County Emergency Management Agency through staffing and programs.

Cumberland County is required to match these funds. This match has historically been done through the County's EMA budget process. No funding above and beyond that budgeting process is being requested. This funding represents approximately 45% of the operational budget for EMA.

The County application for these funds lists three programmatic goals for the funding in line with CCEMA's Mission and Strategic Plan. These are:

- Improving the Community's Ability to Recover from Disaster. This is done by increasing opportunities for post-disaster resources, and reducing barriers to these resources for marginalized populations.
- Building the County's ability to Respond to Large Disasters. This is done through staffing, training and maintaining deployable assets and special teams as well as the County Emergency Operations Center.
- Increase Preparedness within the County. CCEMA maintains staff dedicated to emergency planning as well as training and exercising for disasters. This funding sustains these efforts. For this grant cycle, the focus will be on Recovery Planning and Hazard Mitigation. A continued focus on whole-community training/exercises will strengthen the coordinated response to a disaster.

Funding Amount and Source:

Cumberland County has been awarded \$320,218.66 from the Federal Emergency Management Agency. Cumberland County is a subrecipient of these funds through the Maine Emergency Management Agency who is the recipient.

Effective Date:

This award begins 10/1/2025 and ends on 09/30/2026.

Attachments:

MEMA EMPG Subrecipient Grant Award Contract

MEMA's Contract with FEMA

Information Bulletin Amending Awards

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	January 20, 2026
SUBJECT:	Emergency Management Performance Grant Award FY2025

Requested Action:

Acceptance of the FY25 Emergency Management Performance Grant award.

Background & Purpose of Request:

CCEMA has been awarded \$320,218.66 in FY2025 Emergency Management Performance Grant funding. The purpose of this award is to improve and sustain Emergency Management capability across the nation. Funds are used primarily to support the Cumberland County Emergency Management Agency through staffing and programs.

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Maine
Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

Effective Date:

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Attachments:

MEMA EMPG Subrecipient Grant Award Contract

MEMA's Contract with FEMA

Information Bulletin Amending Awards



MAINE EMERGENCY MANAGEMENT AGENCY EMERGENCY MANAGEMENT PERFORMANCE GRANT SUBRECIPIENT GRANT AWARD

Subrecipient Name: Cumberland County

Subrecipient Point of Contact: Michael Durkin

Subrecipient Point of Contact Email: durkin@cumberlandcounty.org

MEMA EMPG Program Manager: Bradley Merrill

MEMA EMPG Program Manager Email: bradley.merrill@maine.gov

MEMA Grant Email: EMPGrants.Maine@maine.gov

Federal Award Information

Federal Awarding Agency: FEMA
Federal Grant Performance Year: FY2025
Federal Grant Award Date: 9/27/2025
Federal Grant Identification #: EMB-2025 EP-05002
CFDA #: 97.042

Subrecipient Award Information

Budget Amount: \$640,437.32
Award Amount: \$320,218.66
Award Begin Date: 10/01/2025
Award End Date: 09/30/2026
Award Liquidation Period End Date: 12/31/2026
Vendor Customer #: VC1000019079
Award Identification #: CT 15A 20251014000000000808
Unique Entity Identifier (UEI) #: T8SZPADXU3LS

This AWARD is entered into by and between the **STATE OF MAINE (AWARDING AGENCY)**, 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 04333, with a mailing address of 72 State House Station, Augusta, Maine 04333-0072, and **Cumberland County** a non-federal agency (hereinafter referred to as "Subrecipient"), with its principal place of business and mailing address identified as 22 High St Unit 1, Windham, ME 04062.

The following documents(attachments) are incorporated into the terms of your award:

- Appendix A – MEMA General Terms Conditions
- Appendix B – The Department of Homeland Security General Terms and Conditions 2025
- Appendix C – Financial Risk Assessment Questions
- Appendix D – Federal Financial Accountability and Transparency Act (FFATA)
- Appendix E – Approved County Application

MEMA and the Subrecipient hereby agree as follows:

1. **Subrecipient Grant Award:** Upon both parties' signature, this Award shall become effective as of October 1, 2025, which shall constitute the earliest date work may commence. Work cannot continue after the end date listed above without a written a modification approved by both parties.
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 requests for reimbursement must be submitted within 30 (thirty) calendar days of the end of the Federal Fiscal quarter. Monthly requests for

reimbursement must be submitted within 30 (thirty) 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 this Award and attached Appendices. MEMA, as the pass-through entity, may terminate this Award per the terms of the Federal Award, and the Federal Requirements per 2 CFR §200.340 (Termination), including any related modifications, which are hereby incorporated by reference.

The Subrecipient agrees when issuing subcontracts, all lower tier subcontracts and agreements, they must contain or reference all applicable provisions of this Award

4. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this award, the Subrecipient certifies to the best of its knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Award:

- a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - i. The Sub-recipient further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.
- b. Have not within the preceding three (3) years of this Award 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 Award 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, person, or other entity 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.

IN WITNESS, WHEREOF, the individual signing below is legally authorized to sign this Grant Award on behalf of the Subrecipient and to legally bind the Subrecipient to the terms of this Grant Award.

By submitting this form, 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.).

CUMBERLAND COUNTY

Signature: _____ Date: _____

Michael Durkin, Director, Cumberland EMA

Printed Name & Title

MAINE EMERGENCY MANAGEMENT AGENCY

Signature: _____ Date: _____

Joe Legee, MEMA Deputy Director

Printed Name & Title



APPENDIX A

MAINE EMERGENCY MANAGEMENT AGENCY (MEMA) GENERAL TERMS AND CONDITIONS

This document provides a high-level overview of the Federal requirements and MEMA's processes for complying with those requirements. Subrecipients are advised to consult the original Federal documents for guidance.

General Compliance Authority:

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

- Federal laws and Executive orders
- Federal regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Department of Homeland Security (DHS) General Terms and Conditions
- Notices of Funding Opportunities
- Annual MEMA grant application
- National Incident Management System (NIMS) and the Incident Command System (ICS)

Subrecipient Responsibilities:

The Subrecipient responsibilities noted below are not an exhaustive list of all requirements. Subrecipients are directed to refer to source publications for detailed information.

1. Conflict of Interest

Under 2 CFR § 200.318 General procurement standards (c)(1), non-Federal entities other than states must 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 a conflict 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.

2. Procurement

Subrecipients must use their own documented procurement procedures that reflect applicable State, local, and tribal laws, and regulations. These procurement procedures must conform to the requirements of 2 CFR § 200.318- 200.327.

3. Property Control

The Subrecipient must follow the property and equipment management requirements in 2 CFR Part 200.310 -.313 and must:

- a. Maintain insurance coverage of at least the same as that the coverage maintained on the Subrecipient's own property and equipment,
- b. Keep property and equipment in good repair,
- c. Include property and equipment in the Subrecipient's inventory system. Inventory results must be reported to MEMA within 45 days of the Subrecipient grant award expiration. Subrecipients may be required to complete a Tangible Personal Property Report (SF-428) upon request,
- d. Report theft, destruction, or loss of property and equipment to MEMA and
- e. Inform MEMA (in writing) when the property and equipment is no longer needed for its original purpose.

MEMA maintains the right to inspect property equipment and to request its return at any time.

4. Reporting

The progress report shall be used to keep the MEMA Grant Program Managers 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.

- a. **Homeland Security Grant Program (HSGP):**
 - i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
- b. **Emergency Management Performance Grant (EMPG):**
 - i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
 - ii. The Training and Exercise (T&E) spreadsheet must be continually updated per training and exercise policies. Exercise reporting shall follow the Homeland Security Exercise and Evaluation Program (HSEEP) requirements. In addition, Subrecipients must update the T&E spreadsheet quarterly. Quarterly updates are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
- c. **Hazard Mitigation Assistance Grant (HMA):**
 - i. During the period of performance for this Grant Award, the Subrecipient shall submit a quarterly performance report of accomplishments to the State Hazard Mitigation Officer. Reports are due within 15 (fifteen) calendar days of the end of each Federal Fiscal

Quarter. Failure to submit could result in non-payment of invoice, or a determination for cause of default under 2 CFR 200.305(b).

5. Written Approval of Changes:

All requests for an extension of the Period of Performance, additional funds, services, changes in scope of work, or other prior approval items as listed in 2 CFR Part 200.407, must be submitted in writing to the applicable MEMA Grants Program Manager.

MEMA's Grant Award Modification form must be utilized, and it must include a justification of the request. Upon approval of the request, signed by both parties (Subrecipient and MEMA), the Subrecipient is authorized to begin work as of MEMA's signature date. The Subrecipient shall not proceed with the work until a written modification has been executed by MEMA and approved by both parties.

6. MEMA is Held Harmless:

The Subrecipient agrees not to bring any claims for damages sought by any party that the Subrecipient contracts with against MEMA and hereby indemnifies and holds MEMA harmless against any claims arising from its failure to coordinate and manage its subcontractors from all claims or liabilities arising from work performed by a Subrecipient. Contracting with other parties does not alter the Subrecipient's obligations under the grant award with MEMA.

7. Subrecipient Must Maintain Effective Internal Controls:

The Subrecipient's system of internal controls must provide reasonable assurance of compliance with laws, regulations, and the terms and conditions of this agreement. The system will allow the Subrecipient will take prompt action when instances of noncompliance are identified in audit findings or through other means.

The Subrecipient's accounting records must:

- Identify the receipt and expenditure of funds under each grant,
- Be supported by source documents,
- Support the production of accurate and timely financial reports, and
- Be integrated into a system of internal control.

8. Determining the Allowability of 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, Grant Notice of Funding Opportunity, and other authoritative sources.

a. Budgeting:

- i. Funds awarded are to be expended only for purposes budgeted items and activities identified in the Subrecipients approved grant application. Items must be in the Subrecipient's approved grant budget to be eligible for reimbursement.

b. Direct Expenses

- i. Direct expenses such as telephone, tolls, reproduction costs, and travel costs shall be billed at actual costs; mileage and per diem shall 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 rates 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 Subrecipients own travel reimbursement policies, not to exceed federal per diem rates.

- c. Meals
 - i. If it is the Subrecipient's policy to reimburse its employees utilizing per diem rates, the Subrecipient will not be required to submit receipts when invoicing MEMA at the per diem rate for meals. If it is the Subrecipient's policy to reimburse employees for the actual cost of meals, the Subrecipient will be required to submit receipts and the corresponding section of the county policy, and MEMA will reimburse the Subrecipient for the actual amount up to the GSA per diem rate.
- d. Lodging
 - i. MEMA reimbursements will not exceed the GSA per diem amount and receipts are always required.
- e. Travel
 - i. MEMA will reimburse airfare at the economy class rate. Documentation that must accompany the request for reimbursement must include at least three (3) quotes from qualified sources and the final itinerary. Quotes (online or otherwise) must include the date of the quote, name of the airline, rates, and dates of travel.

9. Other Restrictions on Purchases

a. Listed Equipment

If required in the FEMA program guidance, 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.

Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407, "Use of Grant Funds for Controlled Equipment" for a complete Prohibited Equipment List. Consult with the MEMA Grants Program Manager for further details.

b. Domestic Preferences for Procurements (2 CFR § 200.322):

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States

c. Build America Buy America (Section 70914 of Public Law No. 117-58 §§ 70901-52)

On FEMA non-disaster grant programs (including BRIC, FMA, and LPDM) with grant funding for projects or project scoping over \$250,000, the Subrecipient must provide assurance that all iron and steel items and all construction materials used in the project were produced in the United States. Subrecipients must provide a letter of certification from

product manufacturers and self-certification letters from contractors and subcontractors to demonstrate compliance with BABAA requirements. In Interim Policy #207-22-0001, FEMA recommends recipients and Subrecipients document compliance with BABAA by requesting a BABAA certification letter from manufacturers. MEMA requires Subrecipients to implement this recommendation.

d. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216):

Subrecipients must not expend grant funds on equipment, services, or systems provided by listed companies such as Huawei Technologies Company or ZTE Corporation.

e. CONOPS

All requests for approval to purchase communication equipment and mass subscription-based services for alerts and warnings must be approved by the SWICs Office.

Requests to purchase communication equipment must include supporting documentation, including but not limited to, equipment specification sheets, programming sheets, and an updated County All Hazards Communication Plan. The SWIC reserves the right to request a demonstration of equipment purchased to ensure proficient operation and usage.

Projects will conform to SafeCom Guidance and must also incorporate reference to Maine's SCIP and CONOPS Plans.

All public safety radios must be programmed with CONOPS. These channels must be grouped to make interoperability quickly accessed and user friendly. It is recommended to utilize a separate bank of CONOPS 1-7. These channels should be named as CONOPS, instead of generic names i.e. SWCC, State Fire, SPCC etc.

CONOPS 8 should be labeled with the tower name. If local teams are responding outside their local area, most of the RegionNet channels should be programmed.

It is highly encouraged that the requesting agency provide guidance on sustaining radio replacement through budgeting.

10. Remedies for Noncompliance.

Per 2 CFR 200.339, this Grant Award may be withheld, suspended, terminated, or fund payments discontinued by MEMA where MEMA determines a Subrecipient has failed 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 Subrecipient fails to perform the services described herein and has previously received financial assistance from MEMA, the Subrecipient shall reimburse MEMA the full amount of the payments made. However, if the services described herein are partially performed, and the Subrecipient has previously received financial assistance, the Subrecipient shall proportionally reimburse MEMA for payments made. MEMA may make specific requests in connection with its Subrecipient monitoring responsibilities. Failure to provide requested information on a timely basis may result in suspension of payments.

a. **Amounts due MEMA**

The Subrecipient shall remit all amounts due to MEMA within the earlier of 30 days of notice by MEMA or when the Subrecipient is first aware of amounts owed to MEMA.

11. Submission of Invoices

Invoices must be generated using MEMA's Reimbursement Request Form (RRF). The Subrecipient must submit invoices by email to the applicable program mailbox:

EMPG: empggrants.maine@maine.gov

HSGP: hsgrants.maine@maine.gov

OPSG: osg.maine@maine.gov

SERC: maine.serc@maine.gov

HMA: hmagrants@maine.gov

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

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

12. After the Period of Performance

All funds must be obligated by the end of the performance period. Final reimbursement requests, close-out package and equipment reports must be received by MEMA within forty-five (45) days of this Grant Award's end date. Failure to de-obligate remaining funds in a timely manner may result in an automatic de-obligation of remaining funds by MEMA.

a. **Audit Requirements**

A non-Federal entity that expends a combined total of \$750,000 or more during its fiscal year in Federal awards must have a federal compliance audit (Single Audit) as required by 2 CFR Part 200 Subpart F.

b. **Retention of Records**

Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 CFR § 200.334.

APPENDIX B

FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

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

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

- (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.
- (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - (a) Award number,
 - (b) Name of PI or Co-PI being reported,
 - (c) Awardee name,
 - (d) Awardee address,
 - (e) AOR name, title, phone, and email address,
 - (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an

alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

(iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

- (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS

implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
 - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

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

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties

that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

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

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f).

However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

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

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

XV. Energy Policy and Conservation Act

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

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) **Definitions.** As used in this clause –

- (a) DEI means "diversity, equity, and inclusion."
- (b) DEIA means "diversity, equity, inclusion, and accessibility."
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

- (a) By accepting the grant award, recipients are certifying that:
 - (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
 - (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
 - (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.
- (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..
- (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. 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.)

XIX. 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.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certified-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and

video surveillance products and contracting with certain entities for national security reasons.

XXIV. 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>.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

- (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - (a) cybersecurity;
 - (b) foreign travel security;
 - (c) research security training; and
 - (d) export control training, as appropriate.
- (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

(4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

- (a) If the recipient fails to comply with the terms and conditions of the federal award;
- (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

(4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

(5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56*

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.



APPENDIX C

MAINE EMERGENCY MANAGEMENT AGENCY (MEMA) SUBRECIPIENT FINANCIAL RISK ASSESSMENT QUESTIONS

Subrecipient Information

Subrecipient organization name: Cumberland County

Subrecipient physical address: 22 High St Unit 1, Windham, ME 04062

Subrecipient contact name and title: _____

Subrecipient contact phone number: _____

Subrecipient contact email address: _____

Please check yes or no to the following questions and *enter a brief narrative in the provided text box if answering "Yes" to questions 2 or 3.*

1. In the previous two fiscal years, did your organization operate any MEMA agreements or other Federally funded agreements? Yes No

2. In the previous fiscal year, have there been any changes in key administrative, programmatic, or fiscal personnel? Yes No

3. If your organization is subject to a Single Audit or Federal monitoring, were there any findings in the previous fiscal year? Yes No

4. Does your accounting system identify funds separately for each grant/contract agreement that you operate? Yes No

By submitting this form, 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: _____ Date: _____

Printed Name & Title: Michael Durkin, Director, Cumberland EMA



APPENDIX D
MAINE EMERGENCY MANAGEMENT AGENCY (MEMA)
SUBRECIPIENT
FEDERAL FINANCIAL ACCOUNTABILITY and
TRANSPARENCY ACT REPORTING CERTIFICATION

Subrecipient Information

Subrecipient organization name: Cumberland County

Subrecipient physical address: 22 High St Unit 1, Windham, ME 04062

Congressional District: 1

Unique Entity Identifier: T8SZPADXU3LS

By signing below, I certify the UEI, associated address, and Congressional District are correct.

Please check yes or no to the following questions

1. In your business or organization's previous fiscal year, did you (including parent organization, all branches, and all affiliates worldwide) receive:
 - a. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; AND
 - b. \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

Yes No

2. Does the public have access to information about the compensation of the 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?

Yes No

If answer is No, please provide name and amount of compensation for top 5 executives below.

By submitting this form, 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: _____ Date: _____

Printed Name & Title: Michael Durkin, Director, Cumberland EMA



FEMA

**Grant Programs Directorate Information Bulletin
No. 538**

October 21, 2025

MEMORANDUM FOR: Plaintiff States in *State of Illinois, et al. v. FEMA, et al.*, No. 25-206 (D. R.I.)

FROM: David R. Arnold
Acting Deputy Administrator for
Resilience **DAVID R
ARNOLD** Digitally signed by
DAVID R ARNOLD
Date: 2025.10.21
15:52:30 -04'00'

SUBJECT: **Compliance with Court Order in *State of Illinois, et al. v. FEMA, et al.*, No. 25-206 (D. R.I.) – Amendment of Grant Award Terms and Conditions**

I. Purpose and Applicability:

This Information Bulletin (IB) serves to notify the 21 Plaintiff States in *State of Illinois, et al. v. FEMA, et al.*, No. 25-206 (D. R.I.) that FEMA is amending grant awards under the grant programs identified in Appendix A to comply with the U.S. District Court for the District of Rhode Island's Order issued on October 14, 2025 (attached). FEMA is issuing this IB in compliance with the Court's Order.

II. Background

On October 14, 2025, the U.S. District Court for the District of Rhode Island issued the Order included in Appendix C that, among other things, requires the Department of Homeland Security and Federal Emergency Management Agency to:

- Amend all award documents that they have issued to Plaintiff States and their instrumentalities and subdivisions to remove all “Compliance with Federal Immigration Law” articles and reissue the amended award documents.
- Amend all award documents that they have issued to Plaintiff States and their instrumentalities and subdivisions to remove all instances of the following sentence, or its material equivalents: “If the injunction is stayed, vacated, or extinguished, the ‘Compliance with Federal Immigration Law’ Agreement Article will immediately become effective,” and reissue the amended award documents.

III. Grant Award Amendments

Effective immediately and as required by the Court's October 14, 2025 Order, FEMA is amending all grant awards under the programs identified in Appendix A issued to the recipients

identified in Appendix B by rescinding the following terms and conditions:

1. Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions;
2. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions;
3. The “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” Agreement Article;
4. Paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination”;
5. All Agreement Articles that contain “Compliance with Federal Immigration Law” in the title;
6. All Agreement Articles that contain “Impact of State of Illinois v. FEMA Injunction” in the title;
7. All Agreement Articles that contain “Impact of San Francisco v. Trump Preliminary Injunction” in the title.

Due to the current lapse in federal funding, FEMA is unable to actively manage the FEMA Grants Outcomes (FEMA GO) grants management system. However, FEMA will confirm these amendments in the award file for each impacted award in the FEMA GO system once the lapse in funding is resolved.

Appendix A: Applicable Grant Programs

This Information Bulletin applies to the following Fiscal Year 2025 Grant Programs:

- Homeland Security Grant Program: State Homeland Security Program and Urban Area Security Initiative
- Emergency Management Performance Grant Program
- Port Security Grant Program
- Transit Security Grant Program
- Targeted Violence and Terrorism Prevention Grant Program
- Regional Catastrophic Preparedness Grant Program

Appendix B: Recipients

This Information Bulletin applies to the following grant recipients:

Table 1: Emergency Management Performance Grant Recipients

Plaintiff State
California
Colorado
Connecticut
Delaware
District of Columbia
Hawaii
Illinois
Maine
Maryland
Massachusetts
Michigan
Minnesota
Nevada
New Jersey
New Mexico
New York
Oregon
Rhode Island
Vermont
Washington
Wisconsin

Table 2: Homeland Security Grant Program Recipients

Plaintiff State
California
Colorado
Connecticut
Delaware
District of Columbia
Hawaii
Illinois
Maine
Maryland
Massachusetts
Michigan
Minnesota
Nevada
New Jersey
New Mexico
New York

Oregon
Rhode Island
Vermont
Washington
Wisconsin

Table 3: Port Security Grant Program Recipients

Plaintiff State	Recipient
California	City of Long Beach - Harbor Department
California	City of Los Angeles
California	Harbor Department (Los Angeles-Long Beach)
California	Los Angeles Fire Department
California	Oxnard Harbor District
California	San Diego Unified Port District
California	City & County of San Francisco
California	City of Oakland
California	City of South San Francisco - Fire Department
California	County of Sacramento
California	Port Department of the City of Oakland
California	Port of Redwood City
Connecticut	City of New Haven
Connecticut	City of Stamford
Connecticut	Department of Emergency Services and Public Protection (DESPP)
Connecticut	Guilford Fire Department
Connecticut	Mystic Fire Department
Connecticut	Town of Fairfield
Delaware	Delaware River & Bay Authority
Delaware	Safety & Homeland Security Department of Delaware
Delaware	State of Delaware, DNREC
Illinois	City of Evanston
Illinois	Department of Natural Resources Illinois
Illinois	America's Central Port District
Illinois	Columbia Fire Protection District
Maryland	Baltimore City Fire Department
Maryland	Maryland Department of State Police
Maryland	Maryland Department of Transportation State Highway Administration

Maryland	Mayor and City Council of Baltimore
Maryland	State of Maryland Department of Natural Resources
Massachusetts	Boston Police Department
Massachusetts	Boston, City of
Massachusetts	Salem Police Department
Massachusetts	State Police Department
Massachusetts	Town of Duxbury Massachusetts
Massachusetts	Town of Essex
Massachusetts	Town of Hingham
Massachusetts	Town of Plymouth
Michigan	State of Michigan
Minnesota	Saint Louis County Administration Building
Minnesota	City of Saint Paul
Minnesota	County of Washington
New Jersey	Cherry Hill Fire District
New Jersey	City of Camden
New Jersey	Delaware River Port Authority PA/NJ
New Jersey	Law & Public Safety, New Jersey Department of
New Jersey	South Jersey Port Corporation
New Jersey	Borough of Carteret
New Jersey	City of Bayonne
New Jersey	City of Linden
New Jersey	North Hudson Regional Fire & Rescue
New Jersey	Perth Amboy, City of Inc.
New York	County of Suffolk
New York	Suffolk, County of PD
New York	City of New Rochelle
New York	City of Peekskill
New York	County of Nassau
New York	County of Orange
New York	County of Rockland
New York	Department of Environmental Conservation New York
New York	Dutchess County Sheriff's Office
New York	New York State Bridge Authority
New York	New York State Division of Military & Naval Affairs

New York	New York State Police
New York	Palisades Interstate Park Commission
New York	The Port Authority of New York and New Jersey
New York	Town of Secaucus
Oregon	Port of Astoria
Rhode Island	Rhode Island Emergency Management Agency
Washington	Port of Vancouver
Washington	City of Seattle (Fire Department)
Washington	Fish & Wildlife, Washington State Department of
Washington	Port Angeles Port of
Washington	Seattle Police Department
Wisconsin	County of Racine
Wisconsin	County of St Croix

Table 4: Regional Catastrophic Preparedness Grant Program Recipients

Plaintiff State
California
Colorado

Table 5: Transit Security Grant Program Recipients

Plaintiff State	Recipient
California	San Francisco Municipal Railway (MUNI)
California	San Francisco Bay Area Rapid Transit District (BART)
California	San Diego Metropolitan Transit System (MTS)
California	Alameda Contra Costa Transit District (AC Transit)
California	Orange County Transportation Authority (OCTA)
Colorado	Denver Regional Transportation District
Connecticut	Connecticut Department of Transportation
District of Columbia	Washington Metropolitan Area Transit Authority
Illinois	Chicago Transit Authority (CTA)
Illinois	Northeast Illinois Commuter Railroad Corporation (METRA)
Maryland	Maryland Transit Administration (MD MTA)
Massachusetts	Massachusetts Bay Transportation Authority (MBTA)
Nevada	Regional Transportation Commission of Southern Nevada
New Jersey	New Jersey Transit Corporation
New Jersey	Port Authority of NY & NJ (PANNYNJ)

Appendix C: U.S. District Court for the District of Rhode Island Oct. 14, 2025, Court Order

Case 1:25-cv-00206-WES-PAS Document 75 Filed 10/14/25

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

STATE OF ILLINOIS, et al.,)	
)	
)	
Plaintiffs,)	
)	
v.)	C.A. No. 25-206 WES
)	
)	
)	
FEDERAL EMERGENCY MANAGEMENT)	
AGENCY, et al.,)	
)	
)	
Defendants.)	
)	

ORDER

WILLIAM E. SMITH, Senior District Judge.

In its September 24 Memorandum and Order, the Court vacated and set aside several “contested conditions” — which required state and local recipients of grants overseen by the Department of Homeland Security (“DHS”) to assist in federal immigration enforcement — and permanently enjoined Defendants from enforcing the conditions against Plaintiff States. Mem. & Order 41-45, Dkt. No. 71.

Despite the Court’s order, Defendants have now inserted the contested conditions into Plaintiff States’ award letters for DHS grants, along with statements promising that “[i]f the injunction is stayed, vacated, or extinguished, the [contested conditions] will immediately become effective.” See Pl. States’ Mot. Enforce J. or, in Alt., Clarify Scope Inj. (“Pls.’ Mot.”) Ex. 4, at 36, Dkt. No. 73-4. To accept these awards, Plaintiff States must therefore agree to comply with the contested conditions subject to a condition precedent, i.e., a stay of the Court’s injunction and, presumably — though the award letters fail to mention it — vacatur of the contested conditions under the Administrative Procedure Act (“APA”). See *id.* at 2, 36.

In effect, Defendants have done precisely what the Memorandum and Order forbids, which is requiring Plaintiff States to agree to assist in federal immigration enforcement or else forgo the award of DHS grants. The fig leaf conditional nature of the requirement makes little difference. No matter how confident Defendants may be of their chances on appeal, at present, the contested conditions are unlawful. Plaintiff States therefore have a right to accept the awards without regard to the contested conditions. Defendants’ new condition is not a good faith effort to comply with the order; it is a ham-

handed attempt to bully the states into making promises they have no obligation to make at the risk of losing critical disaster and other funding already appropriated by Congress.

Accordingly, the Court orders the following:

1. The “contested conditions” are defined in the Court’s September 24 Memorandum and Order. Mem. & Order 4-6, Dkt. No. 71.
2. The contested conditions and all award articles titled “Compliance with Federal Immigration Law” are set aside and vacated pursuant to 5 U.S.C. § 706(2).
3. Defendants are permanently enjoined from enforcing against Plaintiff States and their instrumentalities and subdivisions: (a) the contested conditions, (b) the “Compliance with Federal Immigration Law” award articles, and (c) any materially similar term requiring cooperation with federal immigration enforcement as a condition on federal funds.
4. Within seven days of the date of this Order, defendants shall amend all award documents that they have issued to Plaintiff States and their instrumentalities and subdivisions to remove all “Compliance with Federal Immigration Law” articles and reissue the amended award documents.
5. Within seven days of the date of this Order, defendants shall amend all award documents that they have issued to Plaintiff States and their instrumentalities and subdivisions to remove all instances of the following sentence, or its material equivalents: “If the injunction is stayed, vacated, or extinguished, the ‘Compliance with Federal Immigration Law’ Agreement Article will immediately become effective,” and reissue the amended award documents.
6. No part of the relief here ordered is inconsistent with or in any way more limited than the relief ordered on September 24, 2025.

IT IS SO ORDERED.



William E. Smith
Senior District Judge
Date: October 14, 2025

Award Letter

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

Effective date: 09/26/2025



Bradley Merrill
EMERGENCY MANAGEMENT AGENCY MAINE
72 STATE HOUSE STATION
AUGUSTA, ME 04333
EMB-2025-EP-05009

Dear Bradley Merrill,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the Fiscal Year (FY) 2025 Emergency Management Performance Grants, has been approved in the amount of \$3,180,010.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than \$3,180,010.00 for a total approved budget of \$6,360,020.00. Please see the Fiscal Year 2025 Emergency Management Performance Grant (EMPG) Program for information on how to meet this cost share requirement.

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

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- Record of Environmental Consideration - incorporated by reference
- Fiscal Year (FY) 2025 Emergency Management Performance Grants Notice of Funding Opportunity
- FEMA Preparedness Grants Manual

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

Sincerely,

A photograph of a handwritten signature in blue ink, which appears to read "Christopher Rolleston".

Christopher Rolleston

Grants Services Branch Chief
Grants Division

Award Summary

Program: Fiscal Year 2025 Emergency Management Performance Grant

Recipient: EMERGENCY MANAGEMENT AGENCY MAINE

UEI-EFT: V7QHVF712SB3

Award number: EMB-2025-EP-05009

Summary description of award

The Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) Program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS/FEMA to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System and the National Preparedness Goal of a secure and resilient nation

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$1,356,486.18
Fringe benefits	\$706,995.62
Travel	\$55,000.00
Equipment	\$100,000.00
Supplies	\$16,080.72
Contractual	\$3,569,188.00
Construction	\$0.00
Other	\$517,945.21
Indirect charges	\$38,324.27
Federal	\$3,180,010.00
Non-federal	\$3,180,010.00
Total	\$6,360,020.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2025 EMPG NOFO.

Approved request details:

Investment

Program management

DESCRIPTION

Travel Costs for program activities.

QUANTITY	UNIT PRICE	TOTAL
1	\$55,000.00	\$55,000.00

BUDGET CLASS

Travel

Investment

Program management

DESCRIPTION

Supplies for sustainment of programs

QUANTITY	UNIT PRICE	TOTAL
1	\$16,080.72	\$16,080.72

BUDGET CLASS

Supplies

Investment

Program management

DESCRIPTION

Programmatic sustainment activities/costs for expenses not allocated to other budget categories.

QUANTITY	UNIT PRICE	TOTAL
1	\$517,945.21	\$517,945.21

BUDGET CLASS

Other

Investment

Program management

DESCRIPTION

Support day-to-day operations and annual sustainment costs.

QUANTITY	UNIT PRICE	TOTAL
1	\$399,630.37	\$399,630.37

BUDGET CLASS

Personnel

Program management

DESCRIPTION

Support day-to-day operations and annual sustainment costs.

QUANTITY	UNIT PRICE	TOTAL
1	\$210,634.97	\$210,634.97

BUDGET CLASS

Fringe benefits

Investment

Program management

DESCRIPTION

Ensure state and county Emergency Management Plans are integrated and validated at each level of government. Assess state preparedness across all five mission areas and all 32 core capabilities by completing the Threat and Hazard Identification and Risk Assessment (THIRA) and State Preparedness Report (SPR). Develop updated/revised Risk and Capability Assessment tool. Continue to develop MEMA and State COOP programs and other Comprehensive Emergency Management Plan (CEMP) components.

QUANTITY	UNIT PRICE	TOTAL
1	\$331,454.85	\$331,454.85

BUDGET CLASS

Personnel

Program management

DESCRIPTION

Ensure state and county Emergency Management Plans are integrated and validated at each level of government. Assess state preparedness across all five mission areas and all 32 core capabilities by completing the Threat and Hazard Identification and Risk Assessment (THIRA) and State Preparedness Report (SPR). Develop updated/revised Risk and Capability Assessment tool. Continue to develop MEMA and State COOP programs and other Comprehensive Emergency Management Plan (CEMP) components.

QUANTITY	UNIT PRICE	TOTAL
1	\$181,098.56	\$181,098.56

BUDGET CLASS

Fringe benefits

Investment

Program management

DESCRIPTION

Training and Exercise support to subrecipients and to manage statewide Training and Exercise programs

QUANTITY	UNIT PRICE	TOTAL
1	\$284,535.71	\$284,535.71

BUDGET CLASS

Personnel

Program management

DESCRIPTION

Training and Exercise support to subrecipients and to manage statewide Training and Exercise programs

QUANTITY	UNIT PRICE	TOTAL
1	\$153,630.71	\$153,630.71

BUDGET CLASS

Fringe benefits

Investment

Program management

DESCRIPTION

EMPG Program Management and subrecipient monitoring.

QUANTITY	UNIT PRICE	TOTAL
1	\$340,865.25	\$340,865.25

BUDGET CLASS

Personnel

Program management

DESCRIPTION

EMPG Program Management and subrecipient monitoring.

QUANTITY	UNIT PRICE	TOTAL
1	\$161,631.38	\$161,631.38

BUDGET CLASS

Fringe benefits

Investment

Program management

DESCRIPTION

Passthrough of a percentage of award to (16) County EMAs

QUANTITY	UNIT PRICE	TOTAL
1	\$3,569,188.00	\$3,569,188.00

BUDGET CLASS

Contractual

Investment

Other Authorized Equipment

DESCRIPTION

Authorized equipment to support Extreme Weather Resiliency efforts.

QUANTITY	UNIT PRICE	TOTAL
1	\$100,000.00	\$100,000.00

BUDGET CLASS

Equipment

Indirect expenses

Indirect expenses

DESCRIPTION

Indirect Expense Costs

QUANTITY	UNIT PRICE	TOTAL
1	\$38,324.27	\$38,324.27

BUDGET CLASS

Indirect charges

Of the total Federal funds, \$3180010.00 has been placed on hold. See the following terms in the Agreement Articles for more details:

Article number	Title	Payment hold
Article 61	Funding Hold: Additional Information Required	\$3180010.00

Agreement Articles

Program: Fiscal Year 2025 Emergency Management Performance Grant

Recipient: EMERGENCY MANAGEMENT AGENCY MAINE

UEI-EFT: V7QHVF712SB3

Award number: EMB-2025-EP-05009

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

Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
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Article 7	Best Practices for Collection and Use of Personally Identifiable Information (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
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Article 8**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

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

Article 12	Copyright	<p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>
Article 13	Debarment and Suspension	<p>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
Article 14	Drug-Free Workplace Regulations	<p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
Article 15	Duplicative Costs	<p>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.</p>
Article 16	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX	<p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.</p>
Article 17	Energy Policy and Conservation Act	<p>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>

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

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

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

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

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

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	SAFECOM Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA .
Article 40	Subrecipient Monitoring and Management Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	System for Award Management and Unique Entity Identifier Requirements Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	Termination of a Federal Award (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.
Article 43	Terrorist Financing Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

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

Article 48	Environmental Planning and Historic Preservation (EHP) Review
	<p>DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EO's and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.</p>
Article 49	Applicability of DHS Standard Terms and Conditions to Tribal Nations
	<p>The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.</p>

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

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

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

Article 55**Compliance with Federal Immigration Law**

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition.

2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

- i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity.
- ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes.
- iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance.
- iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien.
- v. They will not leak or otherwise publicize the existence of an immigration enforcement operation.

b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward.

3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56	<p>Non-Applicability of Specific Terms and Agreement Articles</p> <p>Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.</p>
Article 57	<p>Impact of San Francisco v. Trump Preliminary Injunction</p> <p>Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the “Compliance with Federal Immigration Law” Agreement Article will immediately become effective.</p>
Article 58	<p>Impact of State of Illinois v. FEMA Injunction</p> <p>Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article. If the injunction is stayed, vacated, or extinguished, the “Compliance with Federal Immigration Law” Agreement Article will immediately become effective.</p>

Article 59	<p>Non-Applicability of Specific Agreement Articles Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.</p>
Article 60	<p>Period of Performance and Budget Period Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025 to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.</p>
Article 61	<p>Funding Hold: Additional Information Required FEMA has placed a funding hold on this award, and \$3,180,010.00 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following investments/projects. Project/Investment: #EMB-2025-EP-05009 Award amount: \$3,180,010.00 To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the investments/projects listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer or Grants Management Specialist.</p>
Article 62	<p>Funding Hold: Verification of State's Population FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award. To release the funding hold, the SAA must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States. FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.</p>

Article 63 Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.

In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: # Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 1. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 2. The "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" Agreement Article. 3. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 4. The "Compliance with Federal Immigration Law" Agreement Article. 5. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 6. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Obligating document

1. Agreement No. EMB-2025-EP-05009	2. Amendment No. N/A	3. Recipient No. 016000001	4. Type of Action AWARD	5. Control No. BX00156N2025T		
6. Recipient Name and Address EMERGENCY MANAGEMENT AGENCY MAINE 42 COMMERCE DR AUGUSTA, ME 04330		7. Issuing FEMA Office and Address FEMA Region I 99 High Street, 6th Floor Boston, Massachusetts 02110 877-336-2734		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Bradley Merrill	9a. Phone No. 207-7664009	10. Name of FEMA Project Coordinator Emergency Management Performance Grant Grant Program		10a. Phone No. 1-877-585-3242		
11. Effective Date of This Action 09/26/2025	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 10/01/2025 to 09/30/2026 Budget Period 10/01/2025 to 09/30/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action or (-)	Current Total Award	Cumulative Non-Federal Commitment
EMPG	97.042	2025-FA-GA01 - R017-xxxx-4101-D	\$0.00	\$3,180,010.00	\$3,180,010.00	See Totals
		Totals	\$0.00	\$3,180,010.00	\$3,180,010.00	\$3,180,010.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)						
This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Bradley Merrill					DATE 12/31/2025	
18. FEMA SIGNATORY OFFICIAL (Name and Title) Christopher Rolleston, Grants Services Branch Chief Grants Division					DATE 09/26/2025	