

## **FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA**

**LOCATION:** Franklin County Superior Courtroom

**DATE AND TIME:** November 12, 2024 @ 3:30 P.M.

**The Franklin County Commissioners' meetings are open to the public.** This meeting is also available virtually via [Video Conferencing, Cloud Phone, Webinars, Chat, Virtual Events | Zoom](#). Here is the meeting ID# 492 510 0482 passcode 030621.

**APPOINTMENTS: None**

**NEW BUSINESS:**

1. Clerk's Report
2. Treasurer's Report
3. RHR Smith & Co. - Engagement Letter for the Audit
4. Memorandum of Understanding – Town of Rangeley/Franklin County Sheriff
5. UT Budget – Set Public Hearing
6. Registry of Deeds – Software Vendor Bid Review
7. USDA – Post Obligation Documentation
  - A. Resolution to Accept the Grant
  - B. Form RD 3570-3 Community Facilities Grant Agreement
  - C. Notice of Federal Interest
  - D. Form SF-3881, SCH Vendor/Miscellaneous Payment
  - E. Form RD 400-1 – Equal Opportunity Agreement
  - F. Form RD 400-4 – Assurance Agreement
  - G. Form SF-429 Real Property Status Report
8. Anti-Retaliation Policy
9. Betterment Fund Grant

**OLD BUSINESS:**

1. ARPA Applications
2. E. J. Perry Contract – Medical Expansion Jail
3. Policy Prohibiting Pets in the Workplace

**MISCELLANEOUS:**

**WARRANTS:** County AP, UT, ARPA, TIF and Payroll

**ADJOURNMENT:**

Meeting Packets are available to view by clicking on the link below:

[Agendas & Minutes - Franklin County, Maine \(franklincountymaine.gov\)](https://www.franklincountymaine.gov/agendas-minutes)

**County Commissioner's Meeting  
Agenda Discussion and Analysis  
November 12, 2024**

**Appointments: None**

**Agenda Item: Clerk's Report**

**Comments:** Minutes from October 24, 2024, meeting

- We would like to congratulate the newly elected Commissioners: District One, Thomas Saviello, District Two, Fenwick Fowler, District Three, Thomas Skofield, District Four, Robert Carlton, and District Five, Jeffrey Gilbert. We look forward to working with you in January.
- In your flower folder you will find a signed proposal from Door Control Inc. for an automatic door opener for the new door that was installed downstairs as part of the courthouse security system on November 8, 2024.
- We met with Steve Govoni from Wentworth Partners & Associates regarding going back out to bid for the Quick Stream Bridge Project. Steve anticipated going back out to bid for the project between Thanksgiving and Christmas and having bids back by the 3<sup>rd</sup> week in January for the work to be done beginning July 15, 2025.
- Androscoggin Bank has reduced our interest rate for our operating account to 3.5%.

**Recommendation:** Motion to approve and sign the October 24, 2024, Minutes.

**Treasurer's Report:** Included in Commissioner's Packet

**Recommendation:**

**3. RHR Smith & Co. – Engagement Letter for Audit**

**Comments:** The Treasurer insisted the Commissioner's authorize the Chair to sign the engagement letter from RHR Smith. In order for our audit to be processed, we need this document signed by no later than November 18th.

**Recommendation: Motion to authorize the Chair to sign the engagement letter from RHR Smith.**

**4. Memorandum of Understanding – Town of Rangeley/Franklin County Sheriff**

**Comments:** The town of Rangeley asked for a formal memorandum of understanding (MOU) for mutual aid services between Rangeley and the Franklin County Sheriff's Office. We have provided services in the past without formal documentation.

**Recommendation: Motion to approve and sign the MOU for mutual aid assistance between the town of Rangeley and the Franklin County Sheriff's Office.**

## **5. UT Budget – Set Public Hearing**

**Comments: During** the last meeting we missed setting the UT Budget Public Hearing. This meeting has to occur by December 12, 2024.

**Recommendation: Motion to set the Public Hearing for the UT budget for December 3, 2024, at 3:30 p.m.**

## **6. Registry of Deeds – Software Vendor Bid Review**

**Comments:** Sue Black will explain the software for Deeds. The information is in your packet.

**Recommendation: None**

## **7. USDA –**

- **Resolution To Accept the Grant**

**Motion: BE IT RESOLVED that the Officers for the County of Franklin, in the State of Maine approves and accepts in all respects, a proposed Grant in the amount of \$2,035,000 (Two Million, Thirty-Five Thousand dollars) from USDA Rural Development for the Congressionally Directed Spending (CDS) Facility Project; and authorizes County Administrator to deliver all documents, and to take any and all actions necessary to carry into effect such grant funding.**

- **Form RD 3570-3, Community Facilities Grant Agreement**
- **Noticed of Federal Interest**
- **Form "SF-3881, ACH Vendor/ Miscellaneous Payment"**

**Comments:** The Board needs to approve and sign the USDA Post Obligation documents as enclosed in the Board packet. The resolution must be signed by all three Commissioners. The remaining documents require a single signature which you should authorize Commissioner Carlton to sign as he will be continuing as Commissioner in 2025.

**Recommendation: Motion approve and authorize the Franklin County Commissioners to sign the resolution; and authorize Commissioner Carlton to sign the Grant Agreement, Vendor Payment, Notice of Federal Interest, Equal Opportunity Agreement, Assurance Agreement, and Real Property Status Report.**

## **8. Anti-Retaliation Policy**

**Comments:** The county attorney recommended we implement an Anti-Retaliation Policy. The attached policy outlines the purpose, defines retaliation, outlines protected activities, and includes the reporting and investigation process. This policy has been reviewed by the county attorney to ensure the language aligns with federal, state, and local laws.

**Recommendation: Motion to implement the Anti-Retaliation Policy.**

## **9. Betterment Fund Grant**

**Comments:** The Betterment Fund Grant aims to establish a county-wide animal control officer (ACO). The Sheriff's Office and County Administrator met with town officials on several occasions to discuss the need for qualified ACO's. The request is to authorize the county to apply for the grant for a 2-year period at \$30,000 per year.

**Recommendation: Authorize the County Administrator to apply for the Betterment Fund Grant.**

## **Old Business**

### **APRA Applications**

**Comments:** At the Commissioners' Meeting on October 24, 2024, you reviewed 16 ARPA applications. In your packet you will find an additional application for review that was received on September 24, 2024, that was filtered into email quarantine and was not reviewed. Please review the application that has been provided to you in your packet and consider including it when considering funding.

**Recommendation:** None at this time

## **E.J. Perry Contract – Medical Expense Expansion – Jail**

**Comments:** Commissioners awarded E.J. Perry the medical expansion project on October 24<sup>th</sup> and we have been assured we will have a contract for the Commissioners to sign by Tuesday, November 12<sup>th</sup>.

**Recommendation: None**

## **Policy Prohibiting Pets in the Workplace**

**Comments:** You have previously reviewed this policy at the October 8<sup>th</sup> meeting and took no action. The County recognizes the benefit of having pets in the workplace, however, the liability that comes with this privilege outweighs the benefits. Ultimately, the burden of this liability will fall on the taxpayers should an incident occur. In order to be fair and consistent, implementing this policy is critical to ensure that liability is reduced. Attached in your packet you will find a draft Workplace Pet Policy which has been reviewed by the County Attorney to ensure compliance with all state, federal, and local laws.

**Recommendation:** Motion: Approve the Policy Prohibiting Pets in the Workplace.

**PAM PRODAN, TREASURER – November 12, 2024**

**Current cash and investment (CDARS) balances**

**General Fund Operating Cash \$4,608,047.90**

**General Fund Payroll Cash \$59,168.36**

**General Fund CDARS \$1,001,069.96**

**ARPA Fund Cash \$641,580.17**

**ARPA Fund CDARS \$2,000,000.00**

**UT General Fund Cash \$474,898.15**

**UT General Fund CDARS \$1,101,176.96**

**UT TIF Fund Cash \$242,202.85**

**UT TIF CDARS: \$3,693,479.94**

**Interest rates - NOTE: The ARPA Fund CDARS account rate went down slightly, by around .2%, and the ARPA Fund Cash account rate also went down slightly, by around .14%.**

General Fund Operating Cash 3.75% 10/31/2024 All invested with Intrafi Cash Service at Androscoggin Savings Bank

General Fund CDARS 4.9% 11/12/2024 All invested at Androscoggin Savings Bank

ARPA Fund Cash 3.35% 10/31/2024 All invested with Intrafi Cash Service at Franklin Savings Bank

ARPA Fund CDARS 3.5% 11/12/2024 All invested at Franklin Savings Bank

UT General Fund Cash \$3.75% 10/31/2024 All invested with Intrafi Cash Service at Androscoggin Savings Bank

UT General Fund CDARS 4.9% 11/12/2024 All invested at Androscoggin Savings Bank

UT TIF Fund Cash 3.75% 10/31/2024 All invested with Intrafi Cash Service at Androscoggin Savings Bank

Bank

UT TIF CDARS: 4.9% 11/12/2024 All invested at Androscoggin Savings Bank

**Town Tax Payments**

All municipalities made their first tax payment by the end of the grace period, November 1. The last four payments, which came in October 30 and 31, totaled \$962,204.50.

**Warrants**

**AP Warrants for signatures 11/12/2024 (Amounts are as of noon Friday before the meeting):**

AP County Warrant \$142,827.75

AP UT Warrant \$1,099.55



*Proven Expertise & Integrity*

October 28, 2024

Ms. Pam Prodan, Treasurer  
County of Franklin  
140 Main Street, Suite 3  
Farmington, Maine 04938

Dear Ms. Prodan,

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide the County of Franklin for the fiscal year ended 2024.

We will apply the agreed-upon procedures which the County of Franklin has specified, indicated below, to provide for Fixed Assets services for the fiscal year ended 2024.

Our Responsibilities and Services to be Performed:

- Maintain a list of the County of Franklin's fixed assets as they have been provided and updated annually by the County of Franklin.
- Classify and identify the useful lives of those fixed assets in accordance with IRS standards and other applicable regulatory authority guidelines, using information provided by the County of Franklin.
- Provide annual depreciation amounts in accordance with IRS standards and other applicable regulatory authority guidelines for the preparation of the County of Franklin's financial statements.
- Provide a listing of the County of Franklin's fixed assets report on an annual basis for the County of Franklin's review and use for the preparation of the County of Franklin's financial statements.

This engagement is solely to assist the County of Franklin with the above-mentioned Fixed Asset services. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified above. Consequently, we make no representation regarding the sufficiency of the procedures described above for any purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in a report or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed above do not constitute an examination, we will not express an opinion on Fixed Asset services. In addition, we have no obligation to perform any procedures beyond those listed above.

Ron Smith is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

County of Franklin's Responsibilities:

During our engagement, the County of Franklin's management is responsible to provide us with annual additions and deletions to the fixed asset database in compliance with the County of Franklin's own adopted policies and procedures, including, but not limited to:

- all required or requested documentation to verify fixed asset purchase details (including which County of Franklin account(s) were expensed for the asset in their accounting system)
- all documentation needed to appropriately identify and classify the fixed asset
- all documentation needed to verify ownership of the fixed asset
- any specific details regarding the useful life of the fixed asset (as applicable)
- specific details regarding any asset retirement obligations or restrictions on the fixed asset

Unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2025.

The above-mentioned Fixed Asset services will be provided at a flat rate charge of \$650 to be billed on an annual basis. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

RHRS/FA1/24  
RESPONSE:

This letter correctly sets forth the understanding of the County of Franklin.

By: Pamela Prodan

Title: Treasurer

Date: 10-29-2024



**MEMORANDUM OF UNDERSTANDING  
EXTENDED POLICE AUTHORITY AGREEMENT  
MUTUAL AID ASSISTANCE**

**1. AGREEMENT**

This agreement is entered into between the Chief Law Enforcement Officer of the Town of Rangeley and the Franklin County Sheriff's Office. This agreement is duly executed by the Authority conferred upon them pursuant to *Title 30-A, M.R.S.A. Subsection 2671 and 2674* as amended.

**2. PREAMBLE**

The expressed purpose of these terms and conditions of this document is to provide the requisite structure by which police assistance can be requested and rendered. It is the express intention of all the Chief Law Enforcement Officers for these provisions to be liberally interpreted and flexible in scope. The Chiefs in these communities recognize that the need for additional police manpower arise for various reasons. The participants to this agreement are committed to protecting life and property of their citizens and have agreed to enter into a mutual assistance compact for police services.

**3. POLICE SERVICES**

- I. In accordance with *Title 30-A M.R.S.A. Section 2674*, it is explicitly agreed that the chief law enforcement officer or the ranking on-duty law enforcement officer of one agency may request police assistance from the chief law enforcement officer or the ranking on-duty officer at any time a request is necessary.
- II. The request for assistance under this compact will be made only when the requesting agency has exhausted or fully committed its available police manpower and/or resources, and/or where additional manpower and/or resources are required to protect life or property, to maintain order, to prevent the commission of criminal acts or to prevent the escape of a person who has committed a criminal act.
- III. Requests for assistance may be made by telephone, radio, police dispatcher or any other proper means available. It is understood that the responding agency will extend its best effort to provide assistance in these circumstances. Such assistance may include manpower, vehicles, equipment, materials, etc.
- IV. The amount of manpower and resources to be provided shall be the sole discretion of the Chief of Police/Sheriff or their authorized designee of the responding agency who shall consider the continuing police services required within their own jurisdiction.

- V. It is expressly understood that the assistance is voluntary and does not require compulsory reply when invoked. The form and duration of assistance to be provided shall be determined by the responding agency. Any and all such services may be recalled at the discretion of the responding agency.
- VI. Police officers of the responding department shall have full authority and police powers as granted under *Title 30-A, M.R.S.A. Section 2674*, that such officer shall have the authority to exercise police powers in the jurisdiction of a party of this compact only when their assistance is officially requested by the Chief of Police/Sheriff or their authorized representative.
- VII. All Officers rendering aid to a requesting department shall have the same powers, duties, and privileges as do member of the requesting department.
- VIII. When assistance is requested under this compact, the Chief of Police/Sheriff or their designee of the requesting department shall be in charge of the entire police operation within their jurisdiction. Police personnel, equipment and vehicles which are furnished by the responding agency shall remain under the direct supervision of the responding agency's senior police official as so far as is practical. Every effort will be made to coordinate the police action through the senior officers of the responding agencies for direction to the responding agency's personnel.
- IX. The responding agencies shall be responsible for the salaries and benefits of the responding officers; for all equipment of the responding department that may be lost, damaged or destroyed; and for any injuries to any personnel of the responding agency while providing aid to the requesting agency.
- X. The responding agency will assume its own liability for personal injury or property damage caused by or occurring to the law enforcement officers of the responding agency, except to the extent attributable to command or operational decisions made by the requesting department.
- XI. Each agency hereto has the right to unilaterally withdraw from this compact upon giving ten (10) days written notice of intention to the other parties of the compact and thereafter the compact shall become null and void at the end of said ten (10) days for the withdrawing agency.
- XII. Any unforeseen problems developing as a result of this compact shall be resolved by the joint actions of the Chiefs of Police/Sheriffs or their authorized agent.
- XIII. This agreement shall remain in full force and effect from the date of this agreement unless other arrangements are provided for pursuant to paragraph XI.
- XIV. This agreement shall supersede any existing mutual aid agreements from law enforcement services previously executed by and between the individual communities.

This agreement is entered into by the Chief of Police/County Sheriff of the undersigned agencies with the formal consent of their Municipal Officers and County Commissioner.

Rangeley Police Department

\_\_\_\_\_ Date \_\_\_\_\_

Chief of Police

Franklin County Sheriff's Office

 \_\_\_\_\_ Date 10/25/2024

Scott R. Nichols Sheriff

Franklin County Commissioner

\_\_\_\_\_ Date \_\_\_\_\_

Lance Harvell Board Chair



**FRANKLIN COUNTY  
REGISTRY OF DEEDS**

140 MAIN STREET, SUITE 5  
FARMINGTON, ME 04938  
(207) 778-5889

To: Franklin County Commissioners

From: Susan Black, Register of Deeds

Date: November 12, 2024

Re: New Recording Software for Registry of Deeds

---

The Registry of Deeds has been using the same recording software since the vendor was first selected in 1999. Not many changes have been made to the software since its beginning and, unfortunately, the software in its present state is causing our customers issues accessing and viewing our land records and is not meeting our operational needs.

We began the process of selecting a new software vendor by visiting several other county registries to receive a hands-on experience and really get to use the programs. We sent out our Request for Qualifications and received four responses.

IQS provided a timely response to all our questions and received high accolades from the other counties presently using their software (seven other counties). IQS also offers a cloud-based solution, which aligns perfectly with the IT Department's goal of transferring data storage from onsite solutions to the cloud. Other factors we considered in selecting IQS as the front runner for recording software were 1.) they provide all-inclusive, reasonable pricing that does not change year to year of the contract and their pricing does not include steep installation fees or additional first-year expenses, 2.) they have a great reputation for tech support and are responsive to adapting their software to meet the needs of the registries.

We feel confident that the IQS software will meet all our needs.

	Browntech (current system)	IQS	Fidlar <sup>4</sup>	Catalis <sup>5</sup>
Software license/hosting yearly expense <sup>1</sup>	\$36,415.00	\$43,200.00	\$92,400.00	\$117,471.00
Server yearly replacement expense <sup>2</sup>	\$14,666.00	none	none	none
Server yearly maintenance expense <sup>3</sup>	\$3,852.00	none	none	none
<b>Total expense</b>	<b>\$54,933.00</b>	<b>\$43,200.00</b>	<b>\$92,400.00</b>	<b>\$117,471.00</b>

- 
1. Based on three-year average provided by Browntech
  2. The server is replaced every three years at an approximate cost of \$44,000.00
  3. Yearly software/hardware server maintenance fee
  4. Year one price of \$92,400.00 and continuing yearly amount of **\$47,400.00**
  5. Year one price of \$117,471.00 and continuing yearly amount of **\$46,013.00**



United States Department of Agriculture

## Rural Development

---

November 1, 2024

Amy Bernard, County Administrator  
County of Franklin, State of Maine  
140 Main Street, Suite 3  
Farmington, ME 04938

Dear Ms. Bernard:

Congratulations on the recent approval of your FY 2024 Congressionally Directed Spending (CDS) Facility Upgrades Grant being administered by USDA Rural Development. As you were advised, \$2,035,000 in grant funds have been obligated for this project. In order to proceed, we need certain information from you. The following documentation should be submitted to our office at your earliest convenience:

- **Form RD 3570-3, Community Facilities Grant Agreement.** Please sign where indicated towards the top of Page 11.
- **Resolution To Accept The Grant.** Please present this to the Commissioners and have them sign on the upper portion of the form. Please have a Member or Secretary Certify on the bottom portion of the form.
- **Copy of the Commissioner's Meeting Minutes** which authorizes the project and the acceptance of funds (sample enclosed).
- **Notice of Federal Interest.** After signing and having it notarized on Page 2, please file a copy with the Franklin County Registry of Deeds and provide us with the Filed original.
- **Form "SF-3881, ACH Vendor/Miscellaneous Payment"** This information is needed well in advance of any grant disbursements so that all information can be entered into the databank, updated, and confirmed by the financial institution. Please review, provide the information requested on the bottom of the form, and sign/date.
- **Verification of Insurance** Please provide a copy of your insurance certificate confirming adequate coverage on the facility (Liability, Fire/Theft, Worker's Comp, Fidelity, Etc.).
- **Current Board List** Please provide a current Board List with the Names, Titles, Terms, and Contact information of each member.

Rural Development • Community Programs  
254 Goddard Road • Lewiston, ME 04240  
Voice 207.241.5363 • Fax 855.602.4104

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

- Form RD 400-1 Equal Opportunity Agreement
- Form RD 400-4 Assurance Agreement
- Form SF-429 Real Property Status Report (not due until October 7, 2025)

Please note that all items on this list need to be received before Rural Development may authorize any payments to be made.

Should you have any questions on these matters, please do not hesitate to contact our office.

Sincerely,

**MICHELLE TUPPER**

Digitally signed by MICHELLE  
TUPPER  
Date: 2024.11.01 16:34:04 -04'00'

Michelle Tupper  
Area Specialist  
(207) 241-5363

Enclosures:

**COMMUNITY FACILITIES GRANT AGREEMENT**

**Grantee and Agency**

This Grant Agreement (Agreement) dated October 7, 2024, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

**I. GENERAL AWARD INFORMATION**

1. Grantee Name & Address County of Franklin 140 Main Street Suite 3 Farmington, ME 04938-	2. Unique Entity ID. FYDFN9F5H248  3. Case No. 23-004-*****0005
4. Federal Award Identification Number (FAIN) N/A	5. Award Date 9/27/2024
6. Performance Start Date 2024	7. Performance End Date 2025
8. Amount of Federal Funds Obligated for this Action, 2,035,000.00 and Total Amount of Federal Funds Obligated 2,035,000.00	9. Amount of Matching/Other Funds (if applicable) 2,361,345.00
10. Total Project Cost (Budget Approved Amount) 4,396,345.00	11. Award as Percentage of Total Project Cost 46.29 %
12. Grantee Contact (Name, Title, Contact Info) Amy Bernard, County Administrator 207-778-6614	13. Agency Contact (Name, Title, Contact Info) Michelle L. Tupper, Area Specialist, 207-241-5363
14. Description of Real Property covered by the grant Any land, easements, and rights-of-way acquired wholly or in part with grant funds.  Building located at: 123 County Way, Farmington, ME 04938	15. Description of Equipment covered by the grant  All tangible, non-expendable, personal property which is furnished by the Grantor or acquired wholly or in part with Rural Development grant funds.

*A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0173 and 0575-0200. Public reporting for this collection of information is estimated to average approximately 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 3570-B, Community Facilities Grant Program, and Section 1102 of the American Rescue Plan Act. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Office, Rural Development Innovation Center, Regulations Management Division at [ICRMRequests@usda.gov](mailto:ICRMRequests@usda.gov)*



The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

**II. RESPONSIBILITIES**

**A. Grantee.** The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

**1. Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-309.

**a. Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.

**b. Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.

**c. Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.

**d. Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.

**e. Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.

**f. Bonding.** You must maintain your fidelity bond coverage in the amount of \$ ~~100,000~~ \_\_\_\_\_ for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
- a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Annually: January 1 - December 31
  - Annually: July 1 - June 30
  - Semi-Annually: January 1 - June 30 and July 1 - December 31
  - Semi-Annually: April 1 - September 30 and October 1 - March 31
  - Quarterly: January 1 - March 31, April 1 - June 30, July 1 - September 30, October 1 - December 31
- b. **Performance Reports.** SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Annually: January 1 - December 31
  - Annually: July 1 - June 30
  - Semi-Annually: January 1 - June 30 and July 1 - December 31
  - Semi-Annually: April 1 - September 30 and October 1 - March 31
  - Quarterly: January 1 - March 31, April 1 - June 30, July 1 - September 30, October 1 - December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;
- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
- ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. §15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
  - a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
  - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
  - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
    - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
    - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
    - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;
8. **Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- a. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
  - i. Activities sponsored by the Agency.
  - ii. Activities sponsored by other Federal agencies.
  
- b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.
  
- c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3):
  - i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
  - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
  - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
  - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
  - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
  - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
  - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
  - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
  - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.344.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.345 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the Unique Entity ID Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, "you" in Attachment B shall mean "Grantee" as defined hereunder;
  18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
  19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
  20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. **Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee's proper request according to Section II.A.1.c.
  2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in



compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
- b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved by the United States of America, Rural Housing Service by:

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment A**

**Approved Work Plan and Budget**

(The work plan must have time, scope, and outcome entries for each task.)

The proposed project is to construct a new Emergency Operation Center located at 123 County Way, Farmington, ME 04938 for the County of Franklin, Maine. Construction is scheduled to begin in 2024 with completion estimated by the end of 2025.

## ATTACHMENT B

### I. Reporting Executive Compensation.

#### A. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
  - a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received
    - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
  - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <http://www.ccr.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

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

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
  - a. in the subrecipient's preceding fiscal year, the subrecipient received—
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - a. To the recipient.
  - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year ( *i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- C. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  1. Subawards, and
  2. The total compensation of the five most highly compensated executives of any subrecipient.
- D. *Definitions.* For purposes of this award term:
  1. *Entity* means all of the following, as defined in 2 CFR part 25:
    - a. A Governmental organization, which is a State, local government, or Indian tribe;
    - b. A foreign public entity;
    - c. A domestic or foreign nonprofit organization;
    - d. A domestic or foreign for-profit organization;
    - e. A Federal agency, but only as a subrecipient under an award or subaward to a
    - f. non-Federal entity.
  2. *Executive* means officers, managing partners, or any other employees in management positions.
  3. *Subaward:*
    - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - b. The term does not include your procurement of property and services needed to carry out the project or program.
    - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  4. *Subrecipient* means an entity that:
    - a. Receives a subaward from you (the recipient) under this award; and
    - b. Is accountable to you for the use of the Federal funds provided by the subaward.
  5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
    - a. *Salary and bonus.*
    - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
    - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
    - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## ATTACHMENT C

### I. System for Award Management and Universal Identifier Requirements

- A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Unique Entity ID Numbers.  
The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. The DUNS Number is no longer valid for federal award identification. On April 4, 2022, the Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government.
- C. Definitions. For purposes of this award term:
1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
  2. The Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government. The Unique Entity ID is generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.
  3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    - a. A Governmental organization, which is a State, local government, or Indian Tribe;
    - b. A foreign public entity;
    - c. A domestic or foreign nonprofit organization;
    - d. A domestic or foreign for-profit organization; and
    - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  4. Subaward:
    - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - b. The term does not include your procurement of property and services needed to carry out the project or program.
    - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

**A RESOLUTION OF THE COUNTY COMMISSIONERS OF  
COUNTY OF FRANKLIN**

The County Commissioners of the **County of Franklin** hereby resolves and does authorize its **County Administrator** to execute and deliver a Community Facility Grant Agreement", on behalf of the **County of Franklin** substantially in the form presented to this meeting.

Resolved further that **County of Franklin**, acting through its appropriate officers as designated in its bylaws, takes all necessary and appropriate steps to carry out the transactions contemplated by the Grant Agreement approved at this meeting.

\_\_\_\_\_ Date \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**CERTIFICATION**

I, the undersigned, as **Commissioner** of County of Franklin, hereby certify that the **Board** is composed of Members, of whom \_\_\_\_\_, constituting a quorum, were present at a meeting thereof duly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, **2024**; that the foregoing resolution was adopted at such meeting by the vote shown above; and that said resolution has not been rescinded or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, **2024**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**SAMPLE WORDING**

TO BE USED IN PREPARING THE MINUTES OF THE COMMISSIONER'S OR BOARD MEETING AT WHICH THE FOLLOWING FORMS ARE PRESENTED AND VOTED UPON

BE IT RESOLVED that the Officers for the County of Franklin, in the State of Maine approves and accepts in all respects, a proposed Grant in the amount of \$2,035,000 (Two Million, Thirty Five Thousand dollars) from USDA Rural Development for the Congressionally Directed Spending (CDS) Facility Project; and authorizes County Administrator to deliver all documents, and to take any and all actions necessary to carry into effect such grant funding.

The Grant Agreement was presented and voted upon as follows:

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

*A certified copy of the minutes will be sent to USDA Rural Development. The minutes should be attested that they are a true and accurate copy of the original minutes of the meeting, and a seal affixed (if applicable).*



**NOTICE OF FEDERAL INTEREST  
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)  
Community Facilities**

On 10/07/2024, the Rural Housing Service, an agency in the United States Department of Agriculture (Agency) awarded Grant No. 88088 (Grant) in the amount of \$ 2,035,000.00 to County of Franklin (Grantee). The Grant was awarded under the Community Facilities Grant Program (USC 1926(a)(19) and 7 CFR 3570 Subpart B) and provides funds for a new Emergency Operations Center, which is located on the land described in Attachment A (Grant Property).

The Grant Program and applicable laws, regulations, Executive Orders and other generally applicable requirements, including but not limited to those set out in 7 CFR 3570 Subpart B, the applicable general provisions of 2 CFR 200, 2 CFR 400, 2 CFR 417, 7 CFR 3015, 3016 and 3019, 7 CFR 5001, and 7 CFR 1942 Subparts A and C, include conditions on use of the Grant Property and provides for a continuing, perpetual Federal interest in the Grant Property that is real property (including fixtures). Specifically, the Grant Property may not be:

- (1) used for any purpose inconsistent with applicable Program statutes and regulations governing the Grant under which the Grant Property was acquired;
- (2) mortgaged or otherwise used as collateral without the written permission of the Agency; or
- (3) sold or transferred to another party without the written permission of the Agency.

These laws and regulations affect the use and disposition of the Grant Property.

These Grant conditions and requirements cannot be subordinated, diminished, nullified or voided through encumbrance of the property, a transfer of ownership or other violation of Grant requirements. In accordance with Program and Departmental Regulations, Agency approval is required, among other things, for any proposed change in usage, ownership, or use of the Grant Property for third-party collateral.

Inquiries regarding the Agency's interest in the Grant Property should be directed to:

Administrator  
Rural Housing Service  
1400 Independence Avenue, SW, Room 5014-S  
Washington, DC 20250

This Notice of Federal Interest is acknowledged and agreed to by the undersigned Grantee on behalf of the Grantee and its successors in interest. All references to the Agency will include its successors in interest.

Grantee: County of Franklin

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF Maine )

COUNTY OF Franklin )

ss:

**ACKNOWLEDGMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public, in and for the above county and State, personally appeared \_\_\_\_\_, known to me to be \_\_\_\_\_ of said Grantee, County of Franklin \_\_\_\_\_, and the person who executed this instrument on behalf of said Grantee, and acknowledged to me that he/she executed the same as their free act and deed in either their individual or other capacity described above.

**IN WITNESS WHEREOF**, I have set my hand and seal at \_\_\_\_\_  
\_\_\_\_\_ the day and year listed above.

[SEAL]

\_\_\_\_\_  
*(Signature)*

My commission expires \_\_\_\_\_

**ATTACHMENT A**

This Notice of Federal Interest covers all tangible, non-expendable, personal property which is furnished by the Grantor or acquired wholly or in part with the CDS Grant Funds at the property located at 123 County Way, Farmington, Maine 04938. It also covers any land, easements, and rights-of-way acquired wholly or in part with the CDS Grant funds.

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY USDA Rural Development		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD <input type="checkbox"/> CTX
ADDRESS: 254 Goddard Road Lewiston, Maine 04240		
CONTACT PERSON NAME: Kori Blake		TELEPHONE NUMBER: ( 207 ) 241-5386
ADDITIONAL INFORMATION: kori.blake@usda.gov		

**PAYEE/COMPANY INFORMATION**

NAME County of Franklin	SSN NO. OR TAXPAYER ID NO. 016000005
ADDRESS 140 Main Street Suite 3 Farmington, Maine	
CONTACT PERSON NAME: Amy Bernard	TELEPHONE NUMBER: ( 207 ) 778-6614

**FINANCIAL INSTITUTION INFORMATION**

NAME: Franklin Savings Bank	
ADDRESS: PO Box 825 Farmington, ME 04938-0825	
ACH COORDINATOR NAME: Brenda Bittle	TELEPHONE NUMBER: ( 207 ) 860-4256
NINE-DIGIT ROUTING TRANSIT NUMBER: <u>  2  </u> <u>  1  </u> <u>  1  </u> <u>  2  </u> <u>  7  </u> <u>  4  </u> <u>  4  </u> <u>  9  </u> <u>  2  </u>	
DEPOSITOR ACCOUNT TITLE: Franklin County ARPA Funds	
DEPOSITOR ACCOUNT NUMBER: 90287016	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator) Brenda Bittle Bookkeeper	TELEPHONE NUMBER: ( 207 ) 860-4256

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)  
Prescribed by Department of Treasury  
31 U.S.C. 3322; 31 CFR 210

### **Instructions for Completing SF 3881 Form**

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### **Burden Estimate Statement**

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between \_\_\_\_\_

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0201 and 0575-0189, which expire 3/31/2026. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information. All responses to this collection of information are voluntary. Any questions on this burden can be sent to [ICRMTRRequests@usda.gov](mailto:ICRMTRRequests@usda.gov).

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
 Recipient

\_\_\_\_\_  
 Recipient

(CORPORATE SEAL)

\_\_\_\_\_  
 Name of Corporate Recipient

Attest:

\_\_\_\_\_  
 Secretary

By \_\_\_\_\_  
 President

Position 3

USDA  
Form RD 400-4  
(Rev. 11-17)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018  
OMB No. 0570-0062

The

---

(name of recipient)

---

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR 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 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

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

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, \_\_\_\_\_ on this  
*(name of recipient)*

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S F A I.)

\_\_\_\_\_  
*Recipient*

\_\_\_\_\_  
*Date*

Attest:

\_\_\_\_\_

\_\_\_\_\_

*Title*

*Title*

**REAL PROPERTY STATUS REPORT SF-429  
(COVER PAGE)**

OMB Number: 4040-0016  
Expiration Date: 02/28/2025

1. Federal Agency and Organizational Element to Which Report is Submitted: <input type="text"/>		2. Federal Grant(s) or Other Identifying Number(s) Assigned by Federal Agency(ies): <input type="text"/>	
3. Recipient Organization (name and complete address including zip code): Recipient Organization Name: <input type="text"/> Street1: <input type="text"/> Street2: <input type="text"/> City: <input type="text"/> County: <input type="text"/> State: <input type="text"/> Province: <input type="text"/> Country: <input type="text" value="USA: UNITED STATES"/> ZIP / Postal Code: <input type="text"/>			
4a. UEI: <input type="text"/>	4b. EIN: <input type="text"/>	5. Recipient Account or Identifying Number: <input type="text"/>	
6. Contact Person for this Report: Prefix: <input type="text"/> First Name: <input type="text"/> Middle Name: <input type="text"/> Last Name: <input type="text"/> Suffix: <input type="text"/> Email: <input type="text"/> Phone: <input type="text"/> Fax: <input type="text"/>			
7. Report End Date: <input type="text"/> (MM/DD/YYYY)			
8. Real Property Status Report – Attachments: [check the applicable block(s)]: <input type="checkbox"/> : Attachment A (General Reporting) attached <input type="checkbox"/> : Attachment B (Request to Acquire, Improve or Furnish) attached <input type="checkbox"/> : Attachment C (Disposition Request) attached			
9. Comments: <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>			
<b>10. Certification: I certify to the best of my knowledge and belief that all information presented in this report is true, correct and complete and constitutes a material representation of fact upon which the Federal government may rely.</b>			
11a. Typed or Printed Name and Title of Authorized Certifying Official: Prefix: <input type="text"/> First Name: <input type="text"/> Middle Name: <input type="text"/> Last Name: <input type="text"/> Suffix: <input type="text"/> Title: <input type="text"/>			
11b. Signature of Authorized Certifying Official: <input type="text"/>			
11c. Telephone (area code, number, extension): <input type="text"/>			
11d. Email Address: <input type="text"/>			
11e. Date Report Submitted (MM/DD/YYYY): <input type="text"/>		12. Agency use only	

## **Anti-Retaliation Policy**

### **1. Purpose**

The purpose of this Anti-Retaliation Policy is to ensure a safe and supportive environment within Franklin County where employees can report concerns without fear of retaliation. This policy underscores our commitment to ethical conduct and compliance with applicable laws.

### **2. Scope**

This policy applies to all employees of Franklin County.

### **3. Definitions**

**Retaliation:** Any adverse action taken against an employee due to their engagement in protected activities. This includes but is not limited to termination, demotion, harassment, or unfavorable work assignments.

**Protected Activities:** Actions protected under federal, state, or local laws, including but not limited to:

- Reporting discrimination, harassment, or other unlawful conduct.
- Participating in investigations or hearings related to such reports.
- Requesting reasonable accommodation for disabilities or religious practices.

### **4. Policy Statement**

Franklin County strictly prohibits retaliation against any employee who reports a concern or participates in an investigation related to protected activities. Retaliation is a serious violation of our policies and will not be tolerated.

### **5. Examples of Retaliation**

Examples of retaliatory actions include, but are not limited to:

- Termination or demotion of an employee.
- Negative performance evaluations or adverse job references.
- Unfair job assignments or increased/decreased workloads.
- Harassment, intimidation, or exclusion from work-related activities.

## 6. Investigation Process

Upon receiving a report of retaliation, Franklin County will:

- Conduct a prompt, thorough, and impartial investigation.
- Ensure that all parties involved are treated respectfully and that confidentiality is maintained to the extent that it is reasonably possible to do so.

## 7. Consequences for Retaliation

Any employee who has engaged in retaliatory behavior may face disciplinary action up to and including suspension and/or termination of employment.

## 8. Employee Rights

Employees have the right to report concerns and participate in investigations without fear of retaliation. This policy protects those rights and aligns with applicable laws, including the Whistleblower Protection Act and other relevant statutes.

## 9. Training and Awareness

Franklin County will provide training to employees and management regarding this policy to ensure understanding and compliance. Training will be conducted annually in conjunction with Harassment and Anti-Bullying training.

## 10. Review and Updates

This policy will be reviewed annually and updated as necessary to ensure compliance with applicable laws and to promote a safe and respectful workplace.

## 11. Reporting Procedures

Employees who believe they have experienced retaliation must report the incident promptly. Reports can be made to:

- Human Resources Director at 207-860-4251 or by email at [tbaker@franklincountymaine.gov](mailto:tbaker@franklincountymaine.gov)

All reports will be treated confidentially to the extent that it is reasonably possible to do so, and employees are encouraged to provide detailed information regarding their concerns.

## 12. Maine Human Rights Commission

In addition to reporting incidents to the County, employees may also file a complaint with the Maine Human Rights Commission within 300 days of the date of the alleged retaliation. The Commission may be contacted at 51 State House Station, Augusta, ME 04333, or by telephone at 207-624-6290. For more information, please visit <https://www.maine.gov/mhrc/>.

## 13. Contact Information

For questions or concerns regarding this policy, please contact:

Tiffany Baker, HR Director

- 207-860-4251
- TBaker@franklincountymaine.gov

By adhering to this policy, Franklin County aims to foster a culture of trust, accountability, and integrity, encouraging all employees to voice their concerns without fear of retaliation.

# THE BETTERMENT FUND

CREATED BY THE WILL OF WILLIAM BINGHAM 2ND

[HOME](#) [GRANT PRIORITIES](#) [HOW TO APPLY](#) [INFO FOR GRANTEEES](#) [SUMMARY](#) [CONTACT](#)

## GRANT PRIORITIES

### Qualifications for Betterment Fund Grants

The Betterment Fund makes grants exclusively to benefit the residents of the State of Maine. The following are overriding elements in our consideration of grant applications:

- The Betterment Fund has a historical and continuing focus on the Western Mountains region of Maine which includes Oxford, Franklin, and Somerset Counties. We also make some grants in other rural areas around the top rim of the State of Maine down to the Downeast region. We do relatively little funding in the geographic regions of Mid-Coast Maine, Southern Maine, and Portland. We participate in some statewide or regional projects.
- Education, health, conservation, and community support are our primary grant categories. We also recognize that certain projects transcend these categories and have defined a number of “cross-sector” areas.
- The Betterment Fund is more likely to fund applications that address issues on a permanent, systemic basis rather than discrete local programs providing services.
- The trustees have spent considerable effort defining priority areas within our grant categories. While an application that “hits the nail on the head” in terms of these stated characteristics is at least assured of serious consideration, our funds available for grantmaking are less than the amount needed to meet all such requests.
- The concept of community is very important in all areas of our grantmaking. Community proposals should originate from the ideas and needs of the affected population and demonstrate extensive support and other resources from the community or constituency.

For application-based grants, the Betterment fund’s minimum annual grant is \$10,000. The maximum annual grant usually does not exceed \$35,000. The average annual grant, whether for multiple years or

a single year, is \$15,000-\$20,000. Three years is the maximum period of time the Betterment Fund will consider for a multi-year grant. The largest grants tend to be made to applicants with a successful history of grant management with the Betterment Fund

Please see the Fund's most recent annual [Grantmaking Summary](#) for examples of past grantmaking. However, certain extraordinary grants made at the initiative of the trustees may represent trial forays into areas of tentative interest or one-time special focus grants and should not be taken as an indication of continuing interest by the Betterment Fund.

## General Grant Considerations

In addition to the stated qualifications and priorities for Betterment Fund grants, the trustees use the following general criteria for evaluating grants:

1. **Use of Funds:** The Betterment Fund makes grants for general operating support and specific projects and programs, and far less frequently for the acquisition of equipment or facilities. Endowment grants are infrequent.
2. **Fiscal Responsibility and Financial Sustainability:** The application's rigorous financial disclosure requirements are mandatory. They enable the trustees to evaluate the application for financial planning, responsibility, management, and demonstration of a realistic plan for the continuance of the organization and/or program after the proposed Betterment Fund grant has been utilized.
3. **Other Sources of Support:** Sometimes the Betterment Fund can be the first outside funder; sometimes, it is the last. It is rarely the sole funder. We also look for evidence of substantial support from the non-profit's constituency. Collaboration with other non-profits, municipalities, businesses, governmental entities, and other groups is favorable.
4. **Breaks between Grants:** The Betterment Fund prefers not to provide any single organization continuous support. With limited exceptions, a grant application immediately after several consecutive years of funding to the same organization without a break is less likely to be successful.
5. **Needs of Particular Populations:** The Fund has a particular focus on underserved rural populations. However, some other underserved Maine communities are distinguishable by common interests, experiences, history, age, language, race, religion, national origin, or other characteristics rather than by geography and may require special support to access services and opportunities within the context of other stated Fund interests and priorities on a more equitable basis.
6. **Climate Change:** The Betterment Fund recognizes that climate change impacts Maine's natural community and human population. Efforts that counter climate change by resilience or adaptation and that otherwise match the Fund's priorities are of interest in any category of grants.
7. **Exclusions:** The Betterment Fund does not make grants to individuals or for the support of religious activities or programs.
8. **Tax-Exempt Status:** The Betterment Fund makes grants only to (i) publicly supported organizations which are exempt from taxation under I. R. C. section 501(c)(3) and which are not private foundations, or (ii) exempt government agencies. An organization which is not itself tax-exempt may rely on a fiscal agency by a separate publicly supported tax-exempt organization or governmental agency. See the [How To Apply](#) page.



# Current Grant Priorities

## FOUR MAJOR SECTORS

### 1. COMMUNITY SUPPORT

We favor community-wide programs or regional systemic approaches to issues to improve well-being within the following current priority areas:

- **Downtowns:** Projects for comprehensive community planning and regional or state-wide organizations with similar missions, reduction of sprawl, and improved regional land use planning.
- **Basic Human Needs:** Improvement of regional or statewide systems for the efficient provision of services to meet basic needs such as food, permanent shelter, and transportation. It is not practicable to fund local programs such as homeless shelters, local food pantries, or gardening projects\* under this priority (\* but see Moving Communities to Health, below).
- **Legal Protections:** Programs using legal channels to counteract the vulnerability of certain segments of Maine's population including:
  - **Civil Legal Access for the Underserved:** Programs for access to legal assistance in civil and governmental administrative areas for needy constituents in rural areas and other vulnerable populations.
  - **Immigrant, Refugee, and Indigenous Populations:** Strategies to remove barriers to employment and other civic participation and otherwise ensure the rights of members of immigrant, refugee, and indigenous tribe populations.
  - **Justice-Involved Individuals:** Over the last few years, support in the following areas demonstrates an emerging pattern of smaller, as yet less predictable grants, with a focus on residents of Western Maine:
    - re-entry programming (e.g., Maine Prisoner Re-entry Network; Maine Youth Court); and
    - alternatives to incarceration, including prerelease programs (particularly in jails) and measures to mitigate disparities in access to such alternatives based on individuals' economic circumstances.

We do not generally make grants for historical preservation, monuments, museums, theaters, and historical societies. Our former practice of modest one-time capital grants to rural community libraries is no longer a Betterment Fund priority.

### 2. EDUCATION

We believe that every Maine resident is entitled to an education which equips the individual to lead a satisfying, productive, and economically independent life, and we are interested in funding broad-based educational policy initiatives to that end. Please see "Health" and the Cross-Sector areas of "Early

Childhood” and “Economic Development” for initiatives related to education in those areas. More particularly we fund:

- **Educational Quality:** Projects on a systemic level designed to improve the quality and effectiveness of Maine pre-K to 12 public education, including universal pre-K and, eventually, pre-k for 3-year-olds in the public school setting. This may include measures to encourage persistence in school, as well as programs to broaden students’ exposure to possibilities for fulfilling careers.
- **Adult Education:** Education programs which aim to increase the economic self-sufficiency of Maine adults, especially those who have not completed education through or beyond grade 12, and to acquire the skills to adjust successfully to changes in the Maine, national, and worldwide economies.
- **Arts Education:** Grants with a regional or statewide focus which have the potential of improving the overall landscape for pre-K to 12 arts education throughout Maine.
- **Higher Education Aspirations:** Programs which aim to increase the personal and family higher education and career aspirations of Mainers and provide accessible pathways to fulfillment of those aspirations.

Proposals less likely to be funded include individual school programs, programming supplementary to the curricula of schools, and construction projects. Any funding of scholarships at Maine colleges and universities is done only at the initiative of the trustees rather than in response to grant requests.

### 3. CONSERVATION

Perpetuating a balanced, dynamic relationship between the natural and built environments in the three-million-acre corridor between the White Mountain National Forest and the Moosehead Lake region is of particular interest. To that end we sponsor the following initiatives within the extensive and varied landscape which covers most of Oxford, Franklin, and Somerset counties:

- Preservation of special places, particularly those identified by the local communities, along the spine of the Appalachian Trail and in the Maine West and High Peaks Regions.
- Support of the responsible development of working forests and agriculture.
- Preservation and restoration of threatened natural habitats.
- Opportunities for traditional Maine recreation in the target region.
- Support of water quality preservation of lakes, rivers, and ponds.

Occasionally we may fund projects of land trusts and environmental organizations located in the other rim counties, but we focus primarily on the Western Maine counties listed above. We are not likely to fund coastal, ocean island, or fishing-related proposals.

### 4. HEALTH

We are currently focusing our Health grants in the following areas:

- **Maine Public Health Policy:** Programs to address a stronger state public health infrastructure, the collection of useful data, disease prevention, and leadership in issues of public health such as environmental health, ACES and resiliency, mental health, and pandemic preparedness.
- **Oral Health:** Improving oral health in Maine, particularly preventative oral health programs for children and other vulnerable populations.
- **Increasing Educational Opportunities for Health Careers:** Opportunities for Maine residents to pursue health careers at all levels of practice and continued learning for current health care professionals.
- **Community Health Projects:** A funded project will likely be a multi-focused effort which combines health improvements with factors relating to the social determinants of health, such as income and educational disparities, living conditions, social isolation, and inequities in access to health programs.
- **Substance Use Disorder:** The trustees' interest in addressing this subject is strategically focused, with limited exceptions on:
  - Recovery programs in Oxford and Franklin counties;
  - Programs to curtail substance abuse relapse upon re-entry from jail; and
  - The development of state policies aimed at responding to substance abuse disorders.

Please note that projects focused primarily on physical activity and healthy eating should be submitted under our cross-sector "Moving Communities to Health."

Proposals that are not as likely to be funded include medical research, projects relating to a single disease, actual delivery of medical treatment, and capital construction or equipment purchases.

## CROSS-SECTOR AREAS

We have identified these areas as being particularly susceptible to consideration under more than one of our traditional priority categories.

## ECONOMIC DEVELOPMENT

We recognize that the expansion of Maine's economy will advance other areas of Betterment Fund concern. We particularly support the following programs:

- **Entrepreneurship:** Programs that promote scalable entrepreneurship, particularly in rural areas. Areas of particular interest include women- and minority-owned businesses and improved coordination of existing entrepreneurship and economic development efforts, including with educational initiatives. The development of careers and businesses in the trades is also of interest.
- **Agricultural Capacity:** Improvements to the competitiveness and long-term viability of Maine farms and farmers by providing technical support and improving access to distribution and markets.
- **Tourism:** Promotion and development of quality tourism as an engine for economic opportunity in the mountain and forest regions, with particular preference for the Western Mountains region.

- **Broadband:** Support of planning and implementation projects to increase access to broadband in local communities of Oxford, Franklin, Somerset, and northern Cumberland Counties, conditioned upon local municipal and/or nonprofit community entities' commitment of resources to such projects.

We do not fund support of particular business ventures or farms.

## **CREATIVE ECONOMY**

The Betterment Fund is primarily interested in regional and statewide strategies promoting the economic enhancement of communities through arts and culture.

## **EARLY CHILDHOOD**

The Betterment Fund has prioritized improvement of the education, health, and general well-being of Maine's youngest children, from before birth through preschool age. Our focus in this area is funding the development of best practices for the physical, mental, and psychosocial health and development of young children. We support policy work that leads to the adoption of state or federal policies to achieve these outcomes and the establishment and maintenance of the broad infrastructure to carry out this work. We also are interested in the development of an economically viable and accessible system of childcare for working families. We are unlikely to make grants to individual school or childcare center programs.

## **MOVING COMMUNITIES TO HEALTH**

Of interest are community-scale initiatives taking advantage of natural and other qualities inherent in the community's locale and promoting the participation of its residents in active recreation and other activities (such as healthy eating) conducive to healthy lifestyles and prevention of illness. Essential elements of this priority include:

- A demonstrated connection to individuals' physical and/or mental health; and
- Initiation by and for the residents of an identified geographic-based community (as opposed to individuals with common interests or attributes drawn from more disparate geographic areas).

## **PHILANTHROPY**

The Betterment Fund embraces opportunities to collaborate with other state-wide philanthropic organizations that seek to improve grant-making and support charitable activities in Maine. In addition to making grants, the Betterment Fund supports and participates in a number of funder groups around specific issues.

## **TRUSTEE-INITIATED**

## MAINE WEST AND HIGH PEAKS INITIATIVES

Beginning in 2014, the Betterment Fund has selected approximately twenty organizations from the 27 townships collectively having approximately 25,000 residents that span Bethel to Norway/South Paris and Rumford (Maine West) and the Rangeley area (High Peaks). These organizations receive annual stipends from the Betterment Fund to defray costs to work collaboratively to increase their collective impact in a geography which has experienced serious stress from a decline in paper product manufacturing and the demise of many of the smaller wood mills that once dotted the region's river towns. This effort had its origins in the Bethel area and from 2004 to 2014 was known as The Mahoosuc Initiative. In 2014 the Fund decided to broaden the initiative's focus from being based strictly on conservation to encompass also other areas of Betterment funding, namely education, health, and community support, so as to enhance the quality of life of residents most broadly.

## OTHER TRUSTEE-INITIATED PROJECTS

Other Betterment Fund grants made on its own initiative (as distinguished from those based on applications) are often a direct outcome of collaborations with other funders. In addition, each year there are several \$10,000 grants made to organizations chosen by the trustees which, as stated above, should not be considered as indications of relevance to grant applications.

February 2022

[Home](#)

[Contact](#)

[Site Map](#)

[Grant Priorities](#)

[Info for Grantees](#)

[How To Apply](#)

[Grantmaking Summary](#)

[2023 Grantmaking  
Summary](#)

[2022 Grantmaking  
Summary](#)

[2021 Grantmaking  
Summary](#)

[2020 Grantmaking  
Summary](#)

[2019 Grantmaking  
Summary](#)

[2018 Grantmaking  
Summary](#)



New Proposed Projects:

1. New Sharon Water District- Emergency Power and Support Equipment- - \$55,000
2. Franklin County Dispatch- Replacement of Dispatch Consoles- \$91,857.90
3. Franklin County Technology Dept,-Cloud Migration for data- \$67,350
4. Franklin County EMA- Generators-\$8,000
5. Wilton Lion's Club- Prep for Warming Center- \$65,000
6. Sargent Family Community Fund- Health and Safety Property repairs- \$50,000
7. Facilities Department-Window sills and windows- \$181,332.38
8. Facilities Department-Ceiling Fan installation- \$17,000
9. Seniors Plus-Meals on Wheels Facility- \$125,000
10. Beth Brunswick Memorial Fund for Children- Rangeley Child Care Center-\$50,000
11. Madrid Historical Society- Community Facility- \$50,000
12. Kemandkeag Lodge- Community Center renovations- \$50,000
13. Rangeley Water District- Generator to run system- \$66,000
14. Rangeley Radio-Upgrade- \$39,794
15. Center for Entrepreneurial Studies-Staff to manage core operations-\$230,048
16. Rangeley Lakes Snowmobile Club-Safety Kiosk at trailhead- \$50,000
17. Rangeley Friends of the Arts- Renovation for year-round arts programming-\$50,000

Total funding requested: \$ \$ 1,246,381.38

## **Policy Prohibiting Pets in the Workplace**

### **Purpose**

This policy aims to maintain a safe, clean, and productive work environment for all employees.

### **Policy Statement**

This policy restricts the presence of pets (including dogs, cats, and other animals) in the workplace in order to maintain professionalism and address health and safety concerns.

### **Note on Service Animals**

This policy does not apply to service animals, as defined by the Maine Human Rights Act and/or Americans with Disabilities Act. If you feel you may require a service animal in the workplace, please notify the Director of Human Resources in advance.

### **Policy Guidelines**

Pursuant to this policy, employee pets are generally not allowed in the workplace for several reasons more fully discussed below.

With respect to health and safety, pets in the workplace may pose issues or challenges for employees with allergies, phobias, or other health concerns. Further, pets in the workplace increase risks associated with pet-related incidents, including potential injuries or property damage.

This policy is additionally intended to ensure that the County can facilitate a distraction-free environment conducive to productivity for all employees and for business operations.

Finally, from a hygiene and cleanliness perspective, the presence of pets can lead to hygiene issues, including odors and allergens. This policy helps ensure a clean and pleasant workplace for all.

### **Enforcement**

All employees are expected to adhere to this policy. Any violations may result in corrective action. Employees with concerns about this policy should contact the Director of Human Resources to discuss further.

### **Review and Updates**

This policy will be reviewed annually and updated as necessary.

**Effective Date:** October 8, 2024