

**INTERLOCAL AGREEMENT
FOR HAZARDOUS MATERIALS EMERGENCY
PREPAREDNESS PLANNING GRANT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

PARTIES

Pursuant to the authority of Texas Government Code §§ 418.043 and 418.044 and/or § 791.011, this Agreement for a Hazardous Materials Emergency Preparedness (HMEP) Planning grant is made by and between the State of Texas, acting by and through the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM), hereinafter called the "State," and the County of Fort Bend, hereinafter referred to as the "Grantee," serving as a fiscal agent for the Fort Bend County/City Local Emergency Planning Committee, hereinafter referred to as "LEPC.

WITNESS

WHEREAS, the State has no programmed resources to implement United States Department of Transportation (DOT) 49 CFR.110; and

WHEREAS, the State will receive funds from the DOT to accomplish the tasks detailed in this Agreement.

STATEMENT OF WORK

1. PROJECT OBJECTIVE(S)

This Agreement is for a Hazardous Materials Emergency Preparedness (HMEP) Planning Grant through the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM), and the County of Fort Bend, to evaluate and improve hazardous material transport, emergency response, cargo transport plans, and stakeholder networks.

2. PROJECT DESCRIPTION OF WORK

The Texas Transportation Institute (TTI) and Texas A&M University (TAMU) will work with Fort Bend County to:

- A. Identify inconsistencies in local emergency operation plans across different municipalities and county agencies.

- B. Improve relationships and strengthen networks of hazardous material transport emergency planning and response stakeholders.

3. DELIVERABLES

- A. Evaluate hazardous material transport emergency response and cargo routing plans across municipal and county agencies.
- B. Create a gap analysis to identify missing information or inconsistencies with recommendations for improving hazardous material transport emergency response and cargo transport plans.
- C. Strengthen relationships among stakeholders.
- D. Host a workshop for stakeholders to review project analysis and provide input and adopt recommendations.
- E. Provide quarterly progress reports for periods ending March 31, 2013; June 30, 2013; and September 30, 2013. Reports shall be submitted within thirty (30) days of respective quarterly end dates.

4. PERFORMANCE PERIOD

The period of performance for this Contract shall begin on date of final execution and shall end on September 30, 2013.

5. RENEWAL OPTION

By mutual written agreement between TXDPS and Fort Bend County, this contract may be renewed for up to three (3) years in one (1) year terms.

6. PROJECT BUDGET

- A. The estimated total approved cost of the project is:
Eight-seven thousand two hundred eighty-seven dollars and no cents (\$87,287.00).
- B. The maximum amount payable by TXDPS under this Agreement is:
Sixty-nine thousand eight hundred twenty-eight dollars and no cents (\$69,828.00).
- C. Fort Bend County shall provide a match that equals or exceeds:
Seventeen thousand four hundred fifty-seven dollars and no cents (\$17,457.00).
- D. TXDPS shall make payment to Fort Bend County within thirty (30) days from receipt of the Fort Bend County's documentation for reimbursable expenses, provided the request for payment is properly prepared, executed, and documented.
- E. TXDPS and/or Fort Bend County paying for the performance of governmental functions or services must make those payments from current revenues available to TXDPS

and/or Fort Bend County. In Accordance With Texas Government Code Section 791.011, Interlocal Cooperation Act.

F. Fort Bend County agrees that the aggregate of funds of the Local Emergency Planning Committee, exclusive of Federal Funds and twenty percent (20%) cost match for this grant, for developing, improving, and implementing emergency plans under Emergency Preparedness and Community Right-to-Know Act (EPCRA) will be maintained at a level that does not fall below the average level of such expenditures for the two (2) federal fiscal years prior to this grant project.

G. To receive reimbursement for allowable costs, the Fort Bend County must:

1) Submit quarterly financial reports with the following attached:

(a) Valid invoices or receipts, and

(b) Canceled checks or other proof of payment for each expense.

2) Proof of LEPC match for the quarter

(a) Match must be used directly in connection with the approved activities.

(b) Match must be non-Federal funds or a match in-kind (soft funds).

(c) If match is soft funds then expense out the match and have either the LEPC Chair or Vice Chair sign certifying the soft match.

(d) The soft match may include any of the following expenses that are reasonable, allowable and allocable to the project.

i. Salaries, fringe benefits, per diem, housing, or travel expenses incurred by any person other than a federal government employee while attending training classes or involved in program activities.

ii. Private contributions such as corporate contributions of facilities or services such as free classroom space.

iii. Voluntary contributions such as firefighter support, emergency personnel support, and the time of any Local Emergency Planning Committee (LEPC) member.

- iv. Equipment or facilities used for exercises, whether public or private.
 - v. Facility space necessary to conduct activities for the grant program.
 - vi. University students volunteering time to aid in collection of data.
- H. Final payment may be withheld until all deliverables, paid for under this Agreement, have been received by TXDPS.
- I. Fort Bend County shall furnish all equipment, materials, and supplies required to perform the project, which is the subject of this grant.

7. PROJECT POINTS OF CONTACT

A. Fort Bend County

Name:	Raymond Engelhardt
Title:	LEPC Chair
Agency:	Fort Bend County
Mailing Address:	307 Fort Street, Richmond, TX 77469
Phone Number:	281-343-2372
Fax Number:	281-343-2100
E-mail Address:	Raymond.engelhardt@nrgenergy.com

B. Texas Division of Emergency Management

Name:	Donald Loucks
Title:	Hazmat Preparedness Officer
Agency:	Texas Department of Public Safety Texas Division of Emergency Management
Mailing Address:	PO Box 4087 Austin TX 78773
Phone Number:	512-424-5985
Fax Number:	512-424-7363
E-mail Address:	donald.loucks@dps.texas.gov


8. LEGAL AUTHORITY


TXDPS further certifies that it has the authority to contract for the above referenced services by authority granted in Texas Government Code, Section 418.043(6).

Texas Transportation Institute at Texas A&M University further certifies that it has the authority to perform the Contract by authority granted in Texas Education Code, Section 88.001(5).

Fort Bend County further certifies that it does not have an exclusion listed on the System for Award Management ("SAM") maintained by the General Services Administration (GSA).

The undersigned parties bind themselves to the faithful performance of the Contract.

By: 
For TXDPS:
Cheryl MacBride
 Printed Name
Deputy Director Services
 Title
3/22/13
 Date

By: 
For Fort Bend County
Raymond Engelhardt
 Printed Name
LEPC Chairman
 Title
3-1-13
 Date

FORT BEND COUNTY, GRANTEE:


 Approved by Commissioners Court March 12, 2013
 Robert E. Hebert, County Judge

APPENDIX A COMBINED ASSURANCES

Grantees shall refer to the regulations cited below to determine the certification to which it is required to attest. Signatures on this form provide for compliance with federal certification requirements, including those under 34 CFR Part 84, "New Restrictions for Drug-Free Workplace (Grants)." The certifications shall be treated as material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction, grant, or cooperative agreement.

1. RESTRICTIONS ON LOBBYING

The Grantee shall not conduct political lobbying, as defined in the statutes, regulations and 2 CFR 225 – Lobbying within the Federally-supported project. The Grantee shall not use federal funds for lobbying specifically to obtain grants and cooperative agreements. The Grantee must comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions on Lobbying."

49 CFR 20 is incorporated by reference into this contract.

49 CFR 20 is available at: www.dot.gov/ost/m60/grant/regs.htm.

2. GOVERNMENTWIDE DEBARMENT AND SUSPENSION (Non-Procurement)

The Grantee shall comply with the provisions of Executive Order 12549, "Debarment and Suspension," which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions. The Grantee shall comply with 2 CFR Part 1200, Department of Transportation Non-procurement Suspension Debarment.

Grantee is encouraged to subscribe to and utilize the Monthly Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs published by GSA and found at: www.epls.gov.

2 CFR 1200 is incorporated by reference into this contract.

2 CFR 1200 is available at www.gpoaccess by clicking on 2 CFR Part 1200.

3. DRUG-FREE WORKPLACE

The Grantee shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988," which require the Recipient to take steps to provide a Drug-Free workplace. The Recipient shall comply with 49 CFR 32, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)."

49 CFR 32 is incorporated by reference into this contract.

49 CFR 32 is available at: www.dot.gov/ost/m60/grant/ord4600.htm.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

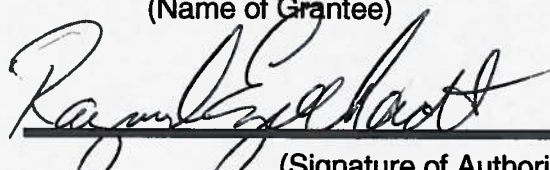
PLACE OF PERFORMANCE
(Street Address, City, County, State, Zip Code)

(Street Address)


(City, County, State, Zip Code)

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

Fort Bend County LEPC

(Name of Grantee)	(Printed Name and Title of Authorized Official)
	Raymond Engelhardt 3/1/13
(Signature of Authorized Official)	(Date)

FORT BEND COUNTY, GRANTEE



Approved by Commissioners Court March 12, 2013
Robert E. Hebert, County Judge

**APPENDIX B
ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
DEPARTMENT OF TRANSPORTATION**

The Fort Bend County LEPC (Grant Recipient) (hereinafter referred to as the "Grantee") hereby agrees that a condition to receiving any federal financial assistance from the Department of Transportation through the State, it shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives federal financial assistance from the Department of Transportation through the Texas Division of Emergency Management, and hereby gives assurance that it shall promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, the Grantee hereby gives the following specific assurance with respect to the Agreement:

1. That the Grantee shall operate "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That Grantee shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:


The Grantee, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the Grantee shall insert the clauses of Appendix C of this Agreement in every contract subject to the Act and the Regulations.
4. That this assurance obligates the Grantee for the period during which federal financial assistance is extended to the project.

5. The Grantee shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, transferees, successors in interest, and other participants of federal financial assistance under such program shall comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
6. The Grantee agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Grantee by the Department of Transportation and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

Fort Bend County LEPC

(Name of Grantee)	(Printed Name and Title of Authorized Official)
	Raymond Engelhardt 3/1/13
(Signature of Authorized Official)	(Date)

FORT BEND COUNTY, GRANTEE:


 Approved by Commissioners Court March 12, 2013
 Robert E. Hebert, County Judge

APPENDIX C
ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
DEPARTMENT OF TRANSPORTATION

During the performance of this contract, the Contractor (hereinafter referred to as the "Contractor"), for itself, its assignees and successors in interest agrees:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or PHMSA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to Grantee, State, TDEM or PHMSA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with nondiscrimination provisions of this contract, the Grantee will impose contract sanctions as it, State, TDEM or PHMSA may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to Contractor under the contract until Contractor complies; and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurements as the State or PHMSA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, Contractor may request the State to enter into such litigation to protect the interests of the Grantee and, in addition the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Fort Bend County LEPC

(Name of Grantee)

(Printed Name and Title of Authorized Official)

Raymond Engelhardt *Raymond Engelhardt* *3/1/12*
 (Signature of Authorized Official) (Date)

FORT BEND COUNTY, GRANTEE:

Robert E. Hebert

Approved by Commissioners Court March 12, 2013
 Robert E. Hebert, County Judge

APPENDIX D

Not applicable, intentionally left blank.

APPENDIX E ASSURANCES - NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency*.

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Shall give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal

assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Shall comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Shall comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
11. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) protection of wetlands pursuant to Executive Order 11990; (d) evaluation of flood hazards in floodplains in accordance with Executive Order 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Shall comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

Fort Bend County LEPC

(Name of Grantee)

(Printed Name and Title of Authorized Official)

Raymond Engelhardt *Raymond Engelhardt* *3/1/13*
 (Signature of Authorized Official) (Date)

FORT BEND COUNTY, GRANTEE:

Robert E. Hebert
 Approved by Commissioners Court March 12, 2013
 Robert E. Hebert, County Judge

ATTACHMENT 1

GENERAL TERMS AND CONDITIONS

The Grantee shall comply with the conditions applicable to this Agreement as set forth in this document.

1. **ACCOMPLISHMENT OF THE AGREEMENT**

1.1 General Requirements. The Grantee shall commence, carry out, and complete the Agreement with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the terms of this document and all applicable laws, regulations, project or program schedules, and applicable U.S. Department of Transportation (DOT) or Receiving Agency published policies. The terms of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," apply to this Agreement.

1.2 Compliance with Federal, State, and Local Law. In performing its obligations under this Agreement, the Grantee shall comply with all applicable provisions of federal, state, and local laws, regulations, and DOT directives. The Grantee understands and agrees that federal laws, regulations, policies, and related administrative practices in force and made applicable to this Agreement on the date of execution may be modified, and that the most recent of such provisions will govern administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Likewise, new federal laws, regulations, policies, and administrative practices that are established after the date of execution may be applied to this Agreement. All limits or standards set forth in this Agreement are minimum requirements. If there is a conflict between federal and state or local requirements, the Grantee must inform State in order that an appropriate resolution may be arranged.

1.3 Cost Principles. A Grantee must use program funds only for expenditures incurred for approved activities in accordance with the Agreement Instructions, and the cost principles of OMB Circular A-87, Revised, which are incorporated by reference in 49 CFR Part 18.

2. **DELIVERABLES**

2.1 Published Materials. If the Grantee publishes materials that have been prepared with grant funds, the Grantee will provide State and DOT reprints of the publication at no cost to State and DOT. The Grantee acknowledges any publication based on work supported by this Agreement essentially as follows:

"Publication of material was supported by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Grant No. HMETX7014150."

3. **COPYRIGHTABLE WORK**

If the Agreement results in a book or other copyrightable work, the Grantee or author may copyright the work, provided that the Grantee or author provides State and DOT a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise

use the work, and to authorized others to do so, as set forth in Section 8 below.

4. CHANGED CONDITIONS OF PERFORMANCE (Including Litigation)

The Grantee shall immediately notify the State and DOT of any change in local law, conditions, or any other event, including any litigation challenging the validity of or seeking interpretation of any federal law or regulation applicable to the Federal Hazardous Materials Transportation program, which significantly affects the Grantee's ability to perform the program in accordance with the terms of this Agreement. In addition, the Grantee shall immediately notify the State of any decision pertaining to the Grantee's conduct of litigation that may affect State interests in the program or State administration or enforcement of applicable Federal laws or regulations. Before the Grantee joins (as a third party) in litigation that affects State or DOT interests in the program, or State or DOT Administration or enforcement of applicable Federal laws or regulations, the Grantee shall first inform State and DOT.

5. ACCOUNTING RECORDS

5.1 Funds Received or Made Available for the Agreement

5.1.1 Allowable Costs. State shall reimburse as allowable costs expenditures made by the Grantee to the extent that they meet all of the following requirements. Expenditures shall:

- 5.1.1.1** be made in conformance with the program budget and all other provisions of this Agreement;
- 5.1.1.2** be necessary to accomplish the program objectives;
- 5.1.1.3** be reasonable in amount for the goods or services purchased;
- 5.1.1.4** be actual net costs to Grantee (i.e., price paid minus any refunds, rebates, or other value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income as defined in OMB Circular A-87, Revised);
- 5.1.1.5** be incurred (and be for work performed) after the date of this Agreement, unless specific authorization from State to the contrary is received;
- 5.1.1.6** be in conformance with the standards for allowability of costs set forth in OMB Circular A-87, Revised;
- 5.1.1.7** be satisfactorily documented; and
- 5.1.1.8** be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the State.

5.2 Audit and Inspection.

5.2.1 The Grantee shall permit the State, State Auditor's Officer, Secretary and the Comptroller General of the United States, PHMSA or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records that pertain to the program, and to audit the books, records, and accounts of the Grantee that pertain to the Agreement.

5.2.2 The Grantee is responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement to the circular.

5.2.3 Closeout of the Agreement will not alter the Grantee's audit responsibilities.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 In carrying out the approved program, the Grantee will not discriminate against any employee, applicant for employment, fellow or scholarship recipient because of race, color, age, creed, sex, sexual orientation, or national origin.

6.2 The Grantee will take steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, creed, sex, or national origin. There shall be no discrimination in actions such as 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.

6.3 The Grantee shall post in conspicuous places, available to employees, applications for employment, names of students, fellows and recipients of scholarships, fellowships and assistantships, and notices setting forth the provisions of this Equal Opportunity clause.

6.4 The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining or other agreement or understanding, a notice, advising the labor union or workers' representative of the Grantee's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.5 The Grantee shall comply with all provisions of Executive Order No. 11246 (September 24, 1965), and of the rules, regulations, and relevant orders of the Secretary of Labor.

6.6 The Grantee shall furnish all information and reports required by Executive Order No. 11246 (September 24, 1965), or by the rules, regulations, and orders of the Secretary of Labor. The Grantee will permit State, DOT, and the Secretary of Labor access to the Grantee's books, records, and accounts for State, DOT, and the Labor Secretary to determine the Grantee's compliance with the Executive Orders, rules and regulations.

6.7 If the Grantee does not comply with the Equal Opportunity provision of this

Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Grantee may be declared ineligible for further Federal Grants, Cooperative Agreements, or Agreements.

6.8 The Grantee shall include the provisions of Title VI of the Civil Rights Act of 1964 in every sub-agreement or purchase order, unless exempted by the Secretary of Labor, so that such provisions will be binding upon each sub-grantee or sub-contractor. The Grantee shall take such action with respect to any sub-agreement or purchase order as DOT or the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, if the Grantee becomes involved in, or is threatened with, litigation with a sub-grantee or sub-contractor as a result of such direction by DOT, the Grantee may request DOT to enter into such litigation to protect the interests of DOT.

6.9 Compliance with Title VI of the Civil Rights Act of 1964. The Grantee shall comply with Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d), with DOT regulations entitled, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. Part 21, and any other applicable regulations.

7. PATENT RIGHTS

7.1 The patent rights clause of Attachment A of OMB Circular No. A-124, (implementing the Patent and Trademark Amendments of 1980, 35 U.S.C. § 200 et. seq.) and any subsequent amendments will apply, when the purpose is to perform experimental, development, or research work.

7.2 The Grantee shall notify the State promptly if any patentable invention(s) (i.e., processes, compositions of matter, or items thought to be new) is produced in the course of work done under this Agreement. Except as stated in 37 CFR 401.3(a), the Grantee is given the right to retain title to any patents issued for work performed under this Agreement.

8. COPYRIGHTS

8.1 Except as otherwise provided in the terms and conditions of this Agreement, the author or the Grantee shall copyright any books, publications, or other copyrightable materials developed in the course of or under this Agreement. However, the State and DOT reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work for State or Federal Government purposes.

8.2 The Grantee shall not incorporate material copyrighted by others into any work product delivered under this Agreement unless it has acquired for the State and DOT a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work for Government purposes.

8.3 The Grantee shall arrange for publication of initial reports of original research, supported in whole or in part by Agreement funds, in primary scientific journals and copyright by the journal unless the journal's copyright policy would preclude individuals

from making or having made by any means available to them, without regard to the copyright of the journal and without royalty, a single copy of any such article for their own use.

9. RIGHTS IN DATA

9.1 The term "subject data" as used in this Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; audio-visual recordings such as films and videotapes; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory.

9.1.1 Examples of "subject data" include, but are not limited to: engineering drawings and associated lists; specifications; standards; process sheets; manuals; technical reports; catalog item identifications; and related information.

9.1.2 The term does not include financial reports, costs analyses, and similar information incidental to program administration.

9.2 With respect to all subject data first produced in the performance of this Agreement, State and DOT reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for State and federal Government purposes:

9.2.1 any work developed under this Agreement, irrespective of whether or not a copyright has been obtained; and

9.2.2 any rights of copyright to which the Grantee purchases ownership with DOT assistance.

9.3 When DOT provides assistance to the State for a program involving emergency planning and training, it is DOT's intent to increase the body of transportation knowledge, rather than to limit the benefit of the program to the parties to the Agreement. Therefore, the State and Grantee that have received assistance to support research, financed under the Federal Hazardous Material Transportation Law (49 U. S. C. § 5101 et. seq.), understand and agree that, in addition to the rights set forth in Subsection 9.2 of this Agreement, DOT may make available to any DOT Grantee, sub-grantee, sub-recipient, third-party Contractor, or third-party subcontractor, either DOT's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement.

9.4 Nothing contained in this clause implies a license to DOT under any patent or can be construed as affecting the scope of any license or other right otherwise granted to DOT under any patent.

9.5 Subsections 9.2 through 9.3 of this document are not applicable to material furnished to the Grantee, via the State, by DOT and incorporated in the work furnished under the Agreement, provided that the Grantee identifies the incorporated material

when the work is delivered.

9.6 If the program, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data developed under that program becomes subject data as defined in Subsection 9.1 of this Agreement and shall be delivered as State or DOT may direct.

9.7 The requirements of Subsections 9.1 through 9.6 of this document shall be included in all sub-contracts, third party contracts of the Grantee under this program.

9.8 Collection of Data. The Grantee shall not represent that information is being collected for, or in association with, the federal government unless the HMEP Program Manager for the State and the Authorizing Official from the U.S. DOT have given prior approval and OMB clearance procedures contained in 5 CFR 1320 have been followed where required.

9.9 Rights in Technical Data to intangible property under this Agreement are governed in accordance with 49 CFR 18.34, "Copyrights."

10. PRIVACY

Should the State, or the Grantee or their employees administer any system of records on behalf of DOT, the Privacy Act of 1974, 5 U.S.C. § 552a (the Act), imposes information requirements on the party administering the system of records.

10.1 When the Agreement involves the operation of a system of records on individuals to accomplish a DOT function, the State and the Grantee, and their employees involved in the function are considered, for purposes of the Privacy Act, to be DOT employees with respect to the DOT function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the Privacy Act or this Section 10 subjects this Agreement to termination.

10.2 Definitions. As used in Section 10:

10.2.1 "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of DOT including the collection, use and dissemination of records.

10.3 "Records" means any item, collection, or grouping of information about an individual that is maintained by the Grantee or State on behalf of DOT including, but not limited to, his or her education, financial transactions, medical history, and criminal or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

10.3.1 "System of records" on individuals means a group of any records under the control of the State or the Grantee on behalf of DOT from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

10.4 The Grantee shall:

10.4.1 Comply with the provisions of the Privacy Act of 1974, 5 U.S.C. § 552a and, implement regulations when performance under the program involves the design, development, or operation of any system of records on individuals to be operated by the Grantee, its subcontractors, or their employees to accomplish a DOT function;

10.4.2 Notify DOT when the Grantee, its subcontractors, or their employees anticipate operating a system of records on behalf of DOT in order to implement the program, if such system contains information about an individual's name or other identifier assigned to the individual. The Grantee shall not use a system of records subject to the Act in performing this Agreement until the necessary and applicable approval and publication requirements have been met. The Grantee, its subcontractors, and their employees shall to correct, maintain, disseminate, and use such records in accordance with the terms of the Act, and to comply with all applicable terms of the Act;

10.4.3 Include in every solicitation and in every third-party Agreement, when the performance of work under that proposed third-party Agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party Agreement or to accomplish a DOT function, a Privacy Act notification informing the third-party subcontractors that it will be required to design, develop, or operate a system of records on individuals to accomplish a DOT function subject to the Privacy Act of 1974, 5 U.S.C. § 552a, and applicable DOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

10.4.4 Include the text of Subsections 10.4.1 through 10.4.3 in all third-party contracts, which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of DOT.

11. RECORDS

11.1 The Grantee shall maintain records for this Agreement to comply with 49 CFR § 18.42. Sections 18.42 provides that the Grantee must for three (3) years retain financial records, supporting documents, statistical records, records for non-expendable property, and all other records pertinent to this Agreement.

11.2 Records associated with any litigation, claim or audit started before the expiration of the 3-year period, must be retained until all litigation, claims or audit findings involving the records have been resolved.

12. TRAVEL

Any travel necessary to carry out the objectives of this Agreement shall use the most economical form of transportation available. All travel is to be scheduled sufficiently in

advance, to the extent practicable, to take advantage of offered discount rates. Travel and per diem authorized under this Agreement shall be incurred in accordance with the Government Travel Regulations currently in effect. Current per diem rates are listed at: <http://www.gsa.gov/perdiem>.

13. TITLE TO EQUIPMENT

Title to equipment purchased or fabricated under this grant vests in the Grantee or sub recipients, respectively, except DOT reserves the right to require the Grantee to transfer title to item of equipment to the federal government or a third party named by DOT, when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the standards contained in 49 CFR 18.32.

14. Site Visits

PHMSA, through its authorized representatives, may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Grantee, subrecipient, subcontractor or third party under this Agreement, the Grantee shall provide and require all subrecipients, subcontractors or other third parties to provide reasonable facilities and assistance to PHMSA representatives in the performance of their duties. All site visits and evaluations will be performed in a manner to not unduly delay work activity under the Agreement.

ATTACHMENT 2**STATE OF TEXAS ASSURANCES**

Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. An attempt has been made below to list major state and federal assurances. Generally, not all of these assurances will be required for any one grant. However, it is the Grantee's responsibility to ensure that all assurances required by the awarding agency are submitted.

The legal instrument for awarding state funds must be consistent with the standards prescribed herein; however, these standard conditions or assurances may be incorporated into contracts or grant agreements by reference rather than by being reproduced in their entirety.

(1) **RELATIVES.** A Grantee shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two (2) years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) **PUBLIC INFORMATION.** A Grantee shall insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) **OPEN MEETINGS.** A Grantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) **CHILD SUPPORT PAYMENTS.** A Grantee shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) **HEALTH, HUMAN SERVICES, PUBLIC SAFETY, OR LAW ENFORCEMENT AGENCY.** If the Grantee is a health, human services, public safety, or law enforcement agency, it shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) **LAW ENFORCEMENT AGENCY.** If the Grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it shall be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) **ADMINISTRATION.** When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).

(8) **SUSPECTED CHILD ABUSE.** A Grantee shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.

9) **NONDISCRIMINATION.** Grantee shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VI of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) **LABOR STANDARDS.** Grantee shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

(11) **DISPLACED PERSONS.** Grantee shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) **POLITICAL ACTIVITY.** Grantee shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§ 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) **LABOR FAIR STANDARDS ACT.** Grantee shall comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) EPA VIOLATING FACILITIES. Grantee shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

(15) FLOOD INSURANCE. Grantee shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) ENVIRONMENTAL STANDARDS. Grantee shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

(17) WILD AND SCENIC RIVERS. Grantee shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.

(18) HISTORIC PRESERVATION. Grantee shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*).

(19) ANIMAL TREATMENT. Grantee shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) LEAD-BASED PAINT. Grantee shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) SMOKING PROHIBITION. Grantee shall comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) TAXES. Grantee shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) COMPLIANCE WITH REQUIREMENTS. Grantee shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(24) INELIGIBLE APPLICANTS. The applicant certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <https://www.sam.gov/portal/public/SAM/>.


(25) HIV/AIDS. Grantee shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

(26) TERMINATION DUE TO FUNDING UNAVAILABILITY. This Contract may be terminated in whole, or in part, due to a lack of grant funding for the subsequent fiscal year(s). The Parties understand and agree that the obligations of TXDPS under this Contract are contingent upon the availability of grant funding to meet TXDPS liabilities hereunder. If the Grantor reduces or deobligates funding to TXDPS, TXDPS may immediately terminate this Contract without penalty to or any liability whatsoever on the part of TXDPS, the State of Texas, and the United States.

Fort Bend County LEPC

(Name of Grantee)

(Printed Name and Title of Authorized Official)

 Raymond Engelhardt 3/1/13
 (Signature of Authorized Official) (Date)

FORT BEND COUNTY, GRANTEE:


 Approved by Commissioners Court March 12, 2013
 Robert E. Hebert, County Judge

Texas Department of Public Safety Purchase Order

All Terms and Conditions set forth in our solicitation
become a part of this purchase order

Invoice To:	Texas Department of Public Safety Accounting and Budget Control P.O. Box 4087 Austin, Texas 78773-0130 apinvoices@dps.texas.gov	VENDOR GUARANTEES GOODS OR SERVICES DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION	Purchase Order No. 405- 13-31409 Order Date: 4/11/2013 1
TINS#	17460019692		
VENDOR	FORT BEND COUNTY ENGINEERING LEPC PO BOX 1202 RICHMOND, TX 77406-0031	DPS Use: PCC: 9	SHIP TO: Texas Department of Public Safety 5805 N. Lamar Austin, TX 78752 ATTN: Denita Powei

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Item	Stock #	Description	Quantity	Unit	Unit Price	Extension
001	926-45	HMEP Planning Grant through TXDPS, TDEM and the County of Fort Bend, to evaluate and improve hazardous material transport, emergency response, cargo transport plans, and stakeholder networks	1	lot	\$69,828.00	\$69,828.00
					PO Total Amount:	\$69,828.00

This award is exempt from bidding under Government Code 2155.141.

This contract is valid from 4/9/2013 through 9/30/2013.

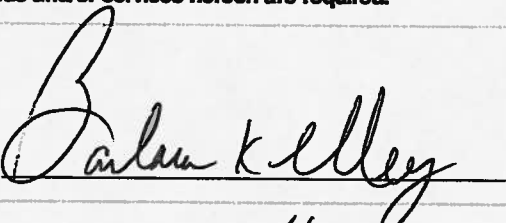
This is a grant funded contract. Copy of signed contract 405-EMD-13-13-31409 attached.

Vendor Contact: Raymond Engelhardt
 Phone: 281-343-2372
 Email: raymond.engelhardt@nrgeenergy.com

TXDPS Contact: Donald Loucks
 Phone: 512-424-5985
 Email: donald.loucks@dps.texas.gov

TXDPS Purchaser: Stacy Robertson
 Phone: 512-424-5559
 Email: stacy.robertson@dps.texas.gov

I attest that the goods and/or services hereon are required.

APPROVED: 
 4-11-13

4/11/2013 10:15:17 AM