

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

**STATE OF TEXAS §**

**City of Corpus Christi, Nueces County LEPC §**

**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 "TXDPS," and City of Corpus Christi, Nueces County Local Emergency Planning Committee (LEPC) hereinafter referred to as the "Grantee," serving as a fiscal agent for the City of Corpus Christi, Nueces County LEPC, serving as an authorized representatives of the Grantee.

**WITNESS**

Whereas, TXDPS has no programmed resources to implement United States Department of Transportation (USDOT) 49 CFR 110; and

WHEREAS, TXDPS shall receive funds from the USDOT to accomplish the tasks detailed in this Agreement.

**AGREEMENT**

NOW, THEREFORE, TXDPS and the Grantee, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

The Grantee shall assist with and provide the local match for hazardous materials emergency preparedness planning activities in connection with the project as stated in the Articles to follow and outlined hereafter. All services performed under this Agreement shall be performed under the supervision of the Assistant Director for TXDPS, TDEM, represented by the Hazardous Materials Preparedness Officer as TXDPS Project Officer.

**1. AGREEMENT PERIOD**

This Agreement shall become effective upon the date of final execution by TXDPS and shall be completed by September 30, 2015, unless terminated in a manner defined herein.

By mutual written agreement between TXDPS and the Grantee, this Agreement may be renewed for up to three (3) years in one (1) year terms.

**2. SERVICES TO BE PROVIDED BY THE GRANTEE**

The Grantee shall:

- A. Complete a hazardous materials vulnerability assessment and provide the required local match to increase effectiveness in safely and efficiently handling hazardous materials transportation incidents.
- B. Provide Progress Reports and Financial Reports as outlined in Section 6: Inspection of Work and Progress Reports.

**3. SERVICES TO BE PROVIDED BY TXDPS**

TXDPS shall provide planning assistance to the Grantee in the form of guidance to ensure that the Grantee shall complete the deliverables listed above on a timely manner.

**4. COMPENSATION**

- A. The estimated total approved cost of the project which is the subject of this agreement is:  
Thirty-Four Thousand Five Hundred Ninety-Three Dollars and Twenty-Two Cents (\$34,593.22)
- B. The maximum amount payable by TXDPS under this agreement is:  
Twenty-Seven Thousand Six Hundred Seventy-Four Dollars and Fifty-Eight Cents (\$27,674.58)
- C. The Grantee shall provide a match that equals or exceeds:  
Six Thousand Nine Hundred Eighteen Dollars and Sixty-Four Cents (\$6,918.64)
- D. TXDPS shall pay Grantee within thirty (30) days from receipt of the Grantee's documentation for reimbursable expenses, provided the request for payment is properly prepared, executed, and documented, and payment has been approved by the Pipeline and Hazardous Material Safety Administration (PHMSA).
- E. TXDPS and/or Grantee paying for the performance of governmental functions or services shall make those payments from current revenues available to TXDPS and/or Grantee in accordance with Texas Government Code Section 791.011, Interlocal Cooperation Act.
- F. The Grantee agrees that the aggregate of funds of the LEPC shall 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, 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) (42 U.S.C. Chapter 116).
- G. To receive reimbursement for allowable costs, the Grantee shall:
  - 1) Submit quarterly financial reports with the following:
    - (a) Invoices or receipts

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

2) Provide proof of the LEPC match for the quarter:

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

(b) Match shall be from non-federal funds or in-kind as outlined in (d) below

(c) If match is from soft funds, such as those included in (d) below, either the LEPC Chair or Vice Chair shall sign certifying the soft funds match once funds are expended.

(d) The soft funds match shall 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 government employee while attending training classes or involved in program activities related to this project.

ii. Private contributions, such as corporate contributions of facilities or services such as free classroom space, utilized for this project.

iii. Voluntary contributions related to this project, such as firefighter support, emergency personnel support, and the staff time of any LEPC member.

iv. Equipment or facilities used for program related exercises, whether public or private.

v. Facility space necessary to conduct activities for the project.

vi. University students volunteering time to aid in collection of data related to the project.

(e) Non-federal match funds shall not be utilized for match on other programs or grants.

H. Final payment shall be withheld until all deliverables paid for under this Agreement have been received by State.

I. The Grantee shall furnish all equipment, materials, and supplies required to perform the project.

## **5. INITIATION OF PROJECT WORK**

The Grantee shall not begin the work outlined herein until final execution of this Agreement by TXDPS.

## **6. INSPECTION OF WORK AND PROGRESS REPORTING**

A. The Grantee shall, from time to time during progress of the work defined herein, confer with TXDPS. TXDPS's Project Officer has the right to inspect work being performed pursuant to this Agreement in a manner that shall not unduly delay the work. The Grantee shall prepare and present such information and data as may be pertinent and necessary or as may be requested by TXDPS in order to evaluate the progress of the work being performed by the Grantee.

- B. The Grantee's Project Officer shall render required reports to TXDPS's Project Officer, including:
- 1) Progress reports according to the schedule in C below, and in the format outlined in Attachment 3.
  - 2) Financial reports according to the schedule in C below and in the format outlined in Attachment 4, with all required supporting documentation.
  - 3) A final project report, which shall summarize the work performed and accomplishments.
  - 4) A final financial report and all remaining invoices for reimbursement, supported by appropriate documentation of expenses, including any remaining LEPC match.
  - 5) A copy of all deliverables derived from this Agreement.

C. Progress/Financial/Final Report Schedule:

- 1) First Report (October – December) Due to TXDPS by January 8, 2015
- 2) Second Report (January – March) Due to TXDPS by April 8, 2015
- 3) Third Report (April– June) Due to TXDPS by July 8, 2015
- 4) Final Report due October 8, 2015 (See Section 6 B3 and B4 above)

Progress reports and the final project report shall be submitted by mail, facsimile, or e-mail. Financial reports, with original signature, along with all supporting documentation, shall be sent by mail or courier.

## 7. TERMINATION

A. This Agreement may be terminated by any of the following conditions:

- 1) By mutual agreement and written consent of both parties.
- 2) By TXDPS upon written notice to the Grantee as consequence of the Grantee's failure to perform the services herein in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Grantee, as determined in good faith and reasonable business judgment by TXDPS.
- 3) For convenience of TXDPS upon not less than ten (10) days' written notice to the Grantee.
- 4) By satisfactory completion of all services and obligations described herein.

B. Should TXDPS terminate this Agreement as herein provided, no expenses, except those due and payable at the time of termination, shall thereafter be paid to the Grantee. Payment for the work at the time of termination shall be based upon work completed at that time.

C. The termination of this Agreement and payment of any amount in the settlement as prescribed herein shall extinguish all rights, duties, obligations, and liabilities of TXDPS and the Grantee under this Agreement.

## 8. DISPUTES

The Grantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Grantee in support of this grant program. Any disputes concerning

the work or obligations defined herein or additional costs, or any non-procurement issues shall be settled at the sole discretion of TXDPS.

## **9. INDEMNIFICATION**

To the extent authorized by the Constitution and laws of TXDPS of Texas, the Grantee shall indemnify and hold harmless TXDPS, its officers and employees from all third party claims for injury to, or death of, persons and damage to, or loss of, physical property directly due to activities of itself, its agents, contractors, officers, or employees, performed under this Agreement and which result from the negligence or willful misconduct of the Grantee or of any person employed by the Grantee. The Grantee shall also indemnify and hold harmless TXDPS, its officers and employees from any and all expenses, including attorney fees, which might be incurred by TXDPS, its officers and employees as a result of such activities by the Grantee, its agents, contractors, officers, and employees.

## **10. COMPLIANCE WITH LAWS**

The Grantee shall comply with all Federal, State and local laws, statutes, ordinances, rules, regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement.

## **11. ASSURANCES**

The Grantee assures that no person shall, on the grounds of race, creed, color, handicap, national origin, gender, political affiliation, or belief be excluded from, be denied benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement. Incorporated by reference the same as if specifically written herein are rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those pertinent rules and regulations of TXDPS of Texas and those of United States agencies providing funds to the State of Texas.

To the extent it applies, Grantee shall comply with Texas Government Code, Chapter 783, 1 TAC 5.141 et seq., and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Section III, Subpart B, § 14 (Attached as "Attachment 2").

## **12. AUDIT REQUIREMENTS**

The Grantee hereby agrees to comply with the requirements specified in the Single Audit Act, 31 U.S.C. §§ 7500 et seq. (Supp. 1999) (Public Law 104-156), as applicable.

## **13. WRITTEN MODIFICATION**

No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

## **14. FALSE OR FRAUDULENT STATEMENT OF CLAIMS**

The Program Fraud Civil Remedies found in 49 C.F.R. Part 31 apply to this program. The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to U.S. Department of Transportation (USDOT) in connection with this program, USDOT

has the right to pursue and impose on the Grantee civil and criminal penalties.

## 15. PROVISIONS AND AMENDMENTS

The Grantee and its contractors, subcontractors, employees, and representatives shall comply with all applicable provisions of 49 CFR 18, 49 CFR 110, and any amendment to this Agreement.

## 16. OTHER

The Grantee certifies it is in compliance with Sections 301 and 303 of Emergency Preparedness and Community Right-to-Know Act (EPCRA). The Grantee agrees to:

- A. Have a current chemical emergency response plan.
  - 1) The plan is reviewed and updated (if needed) at least annually, and
  - 2) The plan includes the following:
    - a. Affected facilities and transportation routes;
    - b. Emergency notification and response procedures;
    - c. Community and facility emergency coordinators;
    - d. Methods to determine the occurrence and extent of a release;
    - e. Available response equipment and personnel;
    - f. Evacuation plans;
    - g. Training and practice programs and schedules; and
    - h. Methods and schedules for exercising the plan.
  
- B. Have an active LEPC whose membership includes (at a minimum):
  - 1) Elected State and local officials;
  - 2) Police, fire, civil defense, and public health professionals;
  - 3) Environment, transportation, and hospital officials;
  - 4) Facility representatives; or
  - 5) Representatives from community groups and the media.

## 17. PROJECT OFFICERS

The Project Officers for this Agreement are:

### A. For TXDPS:

Name: Gabriela Stermolle  
Technological Hazards Unit Supervisor  
Texas Division of Emergency Management  
Texas Department of Public Safety

Address: PO Box 4087  
Austin, Texas  
78773-0220

Telephone: (512) 424-5989  
Fax: (512) 424-5354  
E-mail: Gabriela.Stermolle@dps.texas.gov

**B. For the Grantee:**

Name: Joanne Salge  
LEPC Administrator  
Address: 2406 Leopard Street, Suite 300  
Corpus Christi, Texas, 78408  
Telephone: 361-826-3960  
Fax: 361-826-4417  
E-mail: JoanneS@cctexas.com

**18. SIGNATORY AUTHORITY**

The undersigned signatory for the Grantee hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this Agreement, and that he/she has executed this Agreement, and that he/she has full and complete authority to enter into this Agreement on behalf of the Grantee.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate effective the date of the last signature to this Agreement.

**FOR TXDPS**

**FOR THE GRANTEE**

Texas Department of Public Safety  
Texas Division of Emergency Management  
Name of Agency

City of Corpus Christi, Nueces County  
LEPC  
Name of Jurisdiction

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

Robert J. Bodisch  
Printed Name

Ronald R. Olson  
Printed Name

Deputy Director  
Homeland Security and Services  
Title

Corpus Christi City Manager  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

### COMBINED ASSURANCES

The Grantee 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 shall 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 shall comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions on Lobbying."

49 CFR 20 is incorporated by reference into this Agreement.  
49 CFR 20 is available at: [www.dot.gov/ost/m60/grant/regs.htm](http://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.

The 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](http://www.epls.gov).

2 CFR 1200 is incorporated by reference into this Agreement.

2 CFR 1200 is available at [www.gpoaccess](http://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 requires the Grantee to take steps to provide a drug-free workplace. The Grantee shall comply with 49 CFR 32, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)."

49 CFR 32 is incorporated by reference into this Agreement.

49 CFR 32 is available at: [www.dot.gov/ost/m60/grant/ord4600.htm](http://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)

2406 Leopard Street, Suite 300 Corpus Christi, Texas 78408  
(Street Address) (City, County, State, Zip Code)

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

City of Corpus Christi, Nueces County LEPC Ronald R. Olson, Corpus Christi City Manager  
(Name Grantee) (Printed Name and Title of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official) (Date)

## APPENDIX B

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

City of Corpus Christi, Nueces County LEPC, hereinafter referred to as Grantee, hereby agrees that as 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 TXDPS, and hereby gives assurance that it will 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 project:

1. That the Grantee shall operate each "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 the 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 shall be afforded full opportunity to submit bids in response to this invitation and shall 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 to comply with all provisions of Executive Order No. 11246 (September 24, 1965), the rules, regulations, and relevant Orders of the Secretary of Labor, Appendix A – E and Attachments 1 and 2.
7. 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.

City of Corpus Christi, Nueces County LEPC Ronald B. Olson, Corpus Christi City Manager  
(Name Grantee) (Printed Name and Title of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official) (Date)

## APPENDIX C

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

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") 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, "USDOT") 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 Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Grantee, 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 Agreement 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 TXDPS or the Pipeline and Hazardous Materials Safety Administration (PHMSA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Grantee, State or PHMSA and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with nondiscrimination provisions of this Agreement, the Grantee shall impose contract sanctions as it, TXDPS or PHMSA may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor 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. The Contractor shall take such action with respect to any subcontract or procurements as TXDPS or PHMSA may direct as a means of enforcing such provisions including

sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the Contractor may request TXDPS 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.

City of Corpus Christi, Nueces County LEPC

*Ronald B. Olson, City Manager*

(Name Grantee)

(Printed Name and Title of Authorized Official)

(Signature of Authorized Official)

(Date)

## APPENDIX D

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

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Grantee.

The Grantee as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease permit] for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, the Grantee shall have the right to terminate [license lease, permit] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease permit] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, the Grantee shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Grantee and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Grantee. The Grantee, does hereby covenant and agree that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the Grantee shall use the premises in compliance with all other 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, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Grantee shall have the right to terminate the [license, lease permit] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease permit] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Grantee has the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Grantee.

Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

City of Corpus Christi, Nueces County LEPC Ronald B. Olson, Corpus Christi City Manager  
(Name Grantee) (Printed Name and Title of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official) (Date)

## APPENDIX E ASSURANCES - NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions contact TXDPS Project Officer listed within this Agreement.

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, TXDPS, 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 (\$10,000.00) 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.

City of Corpus Christi, Nueces County LEPC

*Ronald P. Olson, Corpus Christi City Manager*

(Name Grantee)

(Printed Name and Title of Authorized Official)

---

(Signature of Authorized Official)

(Date)

**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 (USDOT) 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 USDOT 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 shall 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 shall inform State in order that an appropriate resolution may be arranged.

**1.3 Cost Principles.** A Grantee shall 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 shall provide State and USDOT reprints of the publication at no cost to State and USDOT. The Grantee shall acknowledge 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 USDOT 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 TXDPS and USDOT 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

may significantly affect the Grantee's ability to perform the program in accordance with the terms of this Agreement. In addition, the Grantee shall immediately notify TXDPS 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 USDOT interests in the program, or State or USDOT Administration or enforcement of applicable federal laws or regulations, the Grantee shall first inform State and USDOT.

## **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 the 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 TXDPS.

### **5.2 Audit and Inspection.**

**5.2.1** The Grantee shall permit TXDPS, 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 shall not alter the Grantee's audit responsibilities.

## **6 EQUAL EMPLOYMENT OPPORTUNITY**

**6.1** The Grantee shall 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.

**6.2** 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.

**6.3** 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.

## **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 D.S.C. § 200 et. seq.) and any subsequent amendments shall apply, when the purpose is to perform experimental, development, or research work.

**7.2** The Grantee shall notify TXDPS 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, TXDPS and USDOT 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.

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

**9.1** 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.

## **10 RIGHTS IN DATA.**

**10.1 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.

**10.1.1 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.

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

**10.2 With respect to all subject data first produced in the performance of this Agreement,** State and USDOT 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:

**10.2.1** Any work developed under this Agreement, irrespective of whether or not a copyright has been obtained; and

**10.2.2** Any rights of copyright to which the Grantee purchases ownership with USDOT assistance.

**10.3 When USDOT provides assistance to TXDPS** for a program involving emergency planning and training, it is USDOT'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, TXDPS and the Grantee that have received assistance to support research, financed under the Federal Hazardous Material Transportation Law (49 U. S. C. Section 5101 et. seq.), understand and agree that, in addition to the rights set forth in Subsection 10.2 of this Agreement, USDOT may make available to any USDOT Grantee, subgrantee, subrecipient, third-party Contractor, or third-party subcontractor, either USDOT'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.

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

**10.5 Subsections 10.2 through 10.3 of this document** are not applicable to material furnished to the Grantee, via TXDPS, by USDOT and incorporated in the work furnished under the Agreement, provided that the Grantee identifies the incorporated material when the work is delivered.

**10.6** 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 10.1 of this Agreement and shall be delivered as State or USDOT may direct.

**10.7** The requirements of Subsections 10.1 through 10.6 of this document shall be included in all sub-contracts, third party contracts of the Grantee under this program.

**10.8 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 TXDPS and the Authorizing Official from the U.S. USDOT have given prior approval and OMB clearance procedures contained in 5 CFR 1320 have been followed where required.

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

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

**11.1** When the Agreement involves the operation of a system of records on individuals to accomplish a USDOT function, TXDPS and the Grantee, and their employees involved in the function are considered, for purposes of the Privacy Act, to be USDOT employees with respect to the USDOT 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 11 subjects this Agreement to termination.

**11.2 Definitions.** As used in Section 11:

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

**11.3 "Records"** means any item, collection, or grouping of information about an individual that is maintained by the Grantee or State on behalf of USDOT 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.

**11.3.1 "System of records"** on individuals means a group of any records under the control of TXDPS or the Grantee on behalf of USDOT 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.

**11.4 The Grantee shall:**

**11.4.1 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 USDOT function;

**11.4.2 Notify USDOT** when the Grantee, its subcontractors, or their employees anticipate operating a system of records on behalf of USDOT 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 may 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 agree 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;

**11.4.3 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 USDOT function, a Privacy Act notification informing the third-party subcontractors that it shall be required to design, develop, or operate a system of records on individuals to accomplish a USDOT 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

**11.4.4 Include the text** of Subsections 11.4.1 through 11.4.3 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 USDOT.

## **12 RECORDS.**

**12.1 The Grantee shall maintain records** for this Agreement to comply with 49 CFR § 18.42. Section 18.42 provides that the Grantee shall retain financial records, supporting documents, statistical records, records for non-expendable property, and all other records pertinent to this Agreement for three (3) years from the date of completion of this Agreement.

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

**13 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>.

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

**15 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, subcontractor or third party under this Grant, 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 shall be performed in a manner to not unduly delay work activity under the Grant.

**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. The following is an attempt to list the major state assurances. Generally not all of these assurances shall be required for any one (1) 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 shall 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 (2<sup>nd</sup>) degree of affinity or the third (3<sup>rd</sup>) 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 shall 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 shall 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 shall 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 subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See

Uniform Grant Management Standards, Part III, Subpart C, Post Award Requirements-Financial Administration, Procurement\_.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. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

**(9) LABOR STANDARDS.** Grantees 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) DISPLACED PERSONS.** Grantees 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.

**(11) LABOR FAIR STANDARDS ACT.** Grantees 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.

**(12) SMOKING PROHIBITION.** Grantees 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.

**(13) TAXES.** Grantees shall comply with all Federal tax laws and are solely responsible for filing all required State and Federal tax forms.

**(14) COMPLIANCE WITH REQUIREMENTS.** Grantees shall comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, and policies governing this program.

**(15) INELIGIBLE APPLICANTS.** The applicant certifies that is 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 <http://www.epls.gov>.

**(16) HIV/AIDS.** Grantees 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.*

City of Corpus Christi, Nueces County LEPC Ronald R. Olson, Corpus Christi City Manager  
(Name Grantee) (Printed Name and Title of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official) (Date)

**ATTACHMENT 3**  
**Quarterly Performance Report**  
**FY 15 Hazardous Materials Emergency Preparedness Grant**

Subgrantee name: \_\_\_\_\_  
\_\_\_\_\_

Performance Period (check one):  
 October-December 2014  
 January-March 2015  
 April-June 2015  
 July-September 2015

Mailing and Emailing Instructions: Complete the performance report and return it to:

**Texas Department of Public Safety**  
**Division of Emergency Management**  
**Attn: Gabriela Stermolle**  
**1033 La Posada Dr.**  
**Suite 250**  
**Austin, TX 78752**  
or electronically to:  
**Gabriela.Stermolle@dps.texas.gov**

Questions regarding completion of this performance report should be directed to the Hazards Unit Supervisor, Gabriela Stermolle at 512-424-5989 or Gabriela.Stermolle@dps.texas.gov.

**The payment process cannot be completed until TDEM receives a signed Quarterly Performance Report, Reimbursement Request Form and include total expenditures (the total amount of eligible claims for the quarter), if applicable. Also include total match information for the quarter. Attach supporting documentation as required.**

**Part I – Authorized Agent Information**

Identify any changes to the Authorized Agents for this grant.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify any changes to your mailing address, if applicable.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part II – Project Narrative, Activities, and Completion Date**

Is the Project Narrative, as described in your agency's original grant application, still accurate?

Yes       No

If no, explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are the Project Activities, Tasks and Deliverables, as described in your agency's original grant application, still accurate?

Yes       No

If no, explain:

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List/describe the Project Activities, Tasks and Deliverables that were completed during this Performance Period.

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List/describe the number of people and total person hours spent on the Project Activities, Tasks and Deliverables that were completed during this Performance Period.

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What is the anticipated completion date for the project? \_\_\_\_\_

List/describe the Outputs of the Project Activities, Tasks and Deliverables that were completed during this Performance Period. (Outputs: Services, products and activities that your organization offers to its users)

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List/describe the Outcomes (*Changes you are looking to achieve =the differences you aim to make with your services* of the Project Activities, Tasks and Deliverables completed during this Performance Period.

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If the approved project will not be completed by September 30, 2015, explain:

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### Part III – Financial Summary

Total Amount Awarded to Local Government (grant): \$ \_\_\_\_\_

Total funds received by the Local Government to-date: \$ \_\_\_\_\_

Total Expenditures requested to-date: \$ \_\_\_\_\_

Has your entity requested reimbursement for all grant expenditures to-date?  
 Yes  No

If no, explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Match Amount required for grant: \$ \_\_\_\_\_

What is the value of in-kind activity or funding allocation toward the grant match during the Performance Period? \$ \_\_\_\_\_

What is the total value of in-kind activity or funding allocation toward the grant match to-date? \$ \_\_\_\_\_

Summarize any in-kind activity or funding allocation toward the grant match during the Performance Period:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your entity documented all in-kind activity or funding allocation toward the grant match during the Performance Period?  Yes  No

If no, explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Summarize planned in-kind activity or funding allocation toward the grant match during the next Performance Period (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** Local Governments must fill out a *Reimbursement Request* form to request grant payments. Refer to the Planning Grant Guide for a Copy of the Reimbursement Request Form and instructions. TDEM recommends that subgrantees request reimbursement once a month, but it must be done at least quarterly. A Reimbursement Request form may be submitted with this Performance Report. **The payment process cannot be completed until TDEM receives an original and signed Quarterly Performance Report, Reimbursement Request Form and any additional supporting documents.**

**ATTACHMENT 4**

**TDEM - Hazardous Materials Emergency Preparedness Grant Number (FY 15):**

**Reimbursement Request Form: MUST INCLUDE ORIGINAL SIGNATURE ON THIS FORM, AND A COPY OF THE RECEIPTS**

Mail or Email Reimbursement Request to:

Grant Recipient: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Texas Department of Public Safety  
Division of Emergency Management  
Attn: Gabriela Stermolle  
1033 La Posada Drive, Suite 250  
Austin, TX 78752

or electronically to: Gabriela.Stermolle@dps.texas.gov

BILLING PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

**Total Expenditures**  
(100% for this billing period)

(Year to date totals)

**HMEP Share**  
(80% of total costs)

\_\_\_\_\_

\_\_\_\_\_

**Local Match**  
(20% of total costs)

\_\_\_\_\_

\_\_\_\_\_

**NOTE: The amount of Total HMEP Share and Local Match should equal total cost Expenditures for billing period. Quarter: 1, 2, 3, 4 (circle one)**

Under penalty of perjury, I certify that:

- I am the duly authorized officer of the claimant herein
- This claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances
- This claim is for costs incurred within the Grant Performance Period

**Authorized Agent (per the Designation Statement)**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature and Date