Sub-Recipient Name: Cumberland County
Sub-Recipient Contact:Michael Durkin
Sub-Recipient Email:durkin@cumberlandcounty.org
MEMA Program Manager: Faith Staples
MEMA Program Manager Email: faith.e.staples@maine.gov
MEMA Grant Email: maine.serc@maine.gov

Federal Awarding Agency: USDOT/PHMSA
Grant Performance Year: FFY 2025
Grant Identification#: 693JK32540042HMEP
CFDA#: 20.703
UEI #: T85ZPADXU3L5

LEPC Stipend Award Amount: $ 33,183.52
LEPC Training Award Amount: $ 42,139.86
Program Performance Period: 10/01/2025-09/30/2026
Vendor Customer #: VC1000019079
Contract ID: 20251110000000000036

This contract is entered into by and between the STATE OF MAINE, acting through and by its **MAINE EMERGENCY MANAGEMENT AGENCY** (hereinafter referred to as "**MEMA**"), an agency of state government with its principal administrative offices located at 45 Commerce Drive, Suite 2, Augusta, Maine 04330, with a mailing address at 72 State House Station, Augusta, Maine 04333-0072, and **Cumberland County**, non-federal agency (hereinafter referred to as "Sub- Recipient"), with its principal place of business located at **22 High Street Unit 1, Windham Maine 04062**.

The following attachments are hereby incorporated into this contract:

Appendix A – MEMA General Terms and Conditions
Appendix B – The DOT PHMSA Terms and Conditions
Appendix C – HMEP Expenditure Guide
Appendix D – Use of LEPC Funds

MEMA and the Sub-Recipient, in consideration of the mutual promises set forth in this contract, hereby agree as follows:

A. **The Scope of Work.** Planning activities funded by the Hazardous Materials Emergency Preparedness Planning and Training Grant will be used to develop, improve, and carryout emergency plans under the Emergency Planning and Community Right-To-Know act of 1986. Emergency responders who receive training under the HMEP training grant will have the ability to protect nearby persons, property, and the environment from the effects of accidents or incidents involving the transportation of hazardous material in accordance with existing regulations or National Fire Protection Association standards from competence of responders to accidents and incidents involving hazardous materials.

B. **Reimbursement.** This award will be funded by State SERC funds and/or federal HMEP grant funds. This information will be on the Sub-recipient's remittance.

C. **Contract.** The Sub-Recipient agrees to be bound by the terms and requirements of the MEMA's General Terms and Conditions, DOT PHMSA Terms and Conditions contained within this contract as appendix A and B, and including any related modifications, which are hereby incorporated by reference. MEMA as the pass-through entity may terminate this contract per the terms of the Federal Award as well as the Federal Requirements per 2 CFR §200.340 (Termination)

D. **Time.** This contract shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. Work cannot continue after the expiration date listed above without a written modification approved by both Parties.

E. **Representations.** By signing below, the sub-recipient hereby represents that to the best of its knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the contract documents, including those in the MEMA General Terms and Conditions, DOT PHMSA Terms and Conditions, as well as the HMEP Expenditures Guide are still complete and accurate as of the date of this contract.

2. The Sub-recipient certifies to the best of its knowledge and belief that it and all persons associated with this Contract:
   (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation by any federal department or agency.
   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, violation of Federal or State anti- trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph D.2.b of this contract.
   (d) Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
   (e) The Sub-recipient further agrees that this Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

3. The person signing below is legally authorized by the Sub-recipient to sign this contract on behalf of the sub- recipient and to legally bind the Sub-recipient to the terms of this Contract.

4. Any Sub-recipient who expends $750,000 during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR Part 200 and must submit a completed copy to MEMA.

5. Work ordered under this Contract must be within the terms of MEMA's General Terms and Conditions, DOT PHMSA Terms and Conditions, as well as the HMEP Expenditures Guide i.e., same scope, within the grant performance period dates and expiration date, and cannot exceed the maximum award amount of this Contract. Work shall not commence prior to MEMA's full execution of this Contract.

6. The Sub-Recipient agrees that when issuing subcontracts, and all lower tier subcontracts, agreements shall contain or reference all applicable provisions of this CONTRACT, these MEMA General Terms and Conditions, DOT PHMSA Terms and Conditions as well as the HMEP Expenditures Guide and the applicable federal provisions. By signing this form, I certify' that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself,
(e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

IN WITNESS, WHEREOF, the Sub-Recipient, for itself, its successors and assigns, hereby executes this Contract and thereby binds itself to all covenants, terms, and obligations contained in this Contract.

MAINE EMERGENCY MANAGEMENT AGENCY	Cumberland County
______________________________	______________________________
Joe Legee, Deputy Director	______________________________
PRINT NAME, TITLE	PRINT NAME, TITLE
______________________________	______________________________
DATE	DATE

APPENDIX A
MAINE EMERGENCY MANAGEMENT AGENCY (MEMA) GENERAL TERMS AND CONDITIONS

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

General Compliance Authority:

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

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

Subrecipient Responsibilities:

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

1. Conflict of Interest

Under 2 CFR § 200.318 General procurement standards (c)(1), non-Federal entities other than states must maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

2. Procurement

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

3. Property Control

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

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

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

4. Reporting

The progress report shall be used to keep the MEMA Grant Program Managers informed about program status, issues, and used as a basis for grant reporting. These reports shall be submitted to MEMA regardless of whether payments are due.

a. Homeland Security Grant Program (HSGP):
    i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.

b. Emergency Management Performance Grant (EMPG):
    i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.

    ii. The Training and Exercise (T&E) spreadsheet must be continually updated per training and exercise policies. Exercise reporting shall follow the Homeland Security Exercise and Evaluation Program (HSEEP) requirements. In addition, Subrecipients must update the T&E spreadsheet quarterly. Quarterly updates are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.

    Refer to the T&E Policy for National Qualifications System (NQS) for program specific requirements.

    iii. The annual NIMS survey must be submitted to MEMA as part of the Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. The NIMS Implementation Survey must be submitted to MEMA's NIMS Program Manager by November 30 of each calendar year.

c. Hazard Mitigation Assistance Grant (HMA):

i. During the period of performance for this Grant Award, the Subrecipient shall submit a quarterly performance report of accomplishments to the State Hazard Mitigation Officer. Reports are due within 15 (fifteen) calendar days of the end of each Federal Fiscal Quarter. Failure to submit could result in non-payment of invoice, or a determination for cause of default under 2 CFR 200.305(b).

5. Written Approval of Changes:

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

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

6. MEMA is Held Harmless:

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

7. Subrecipient Must Maintain Effective Internal Controls:

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

The Subrecipient's accounting records must:

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

8. Determining the Allowability of Costs

The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in 2 CFR Part 200, Grant Notice of Funding Opportunity, and other authoritative sources.

a. Budgeting:

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

b. Direct Expenses
   i. Direct expenses such as telephone, tolls, reproduction costs, and travel costs shall be billed at actual costs; mileage and per diem shall be billed in accordance with the guidance set forth below. MEMA does not allow any mark-up on direct expenses. Mileage shall be reimbursed at the current amount allowed by the State of Maine, Title 5, M.R.S.A § 1541, or existing written county or local policy. Per diem rates shall be in accordance with the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem for meals and lodging reimbursement. All travel costs must be documented in accordance with federal regulations and must comply with the Subrecipients own travel reimbursement policies, not to exceed federal per diem rates.

c. Meals
   i. If it is the Subrecipient's policy to reimburse its employees utilizing per diem rates, the Subrecipient will not be required to submit receipts when invoicing MEMA at the per diem rate for meals. If it is the Subrecipient's policy to reimburse employees for the actual cost of meals, the Subrecipient will be required to submit receipts and the corresponding section of the county policy, and MEMA will reimburse the Subrecipient for the actual amount up to the GSA per diem rate.

d. Lodging
   i. MEMA reimbursements will not exceed the GSA per diem amount and receipts are always required.

e. Travel
   i. MEMA will reimburse airfare at the economy class rate. Documentation that must accompany the request for reimbursement must include at least three (3) quotes from qualified sources and the final itinerary. Quotes (online or otherwise) must include the date of the quote, name of the airline, rates, and dates of travel.

9. Other Restrictions on Purchases

a. Listed Equipment

If required in the FEMA program guidance, all equipment expenditures must appear on the Department of Homeland Security's Allowable Expenditures List (AEL) for the fiscal year covered by these grant funds.

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

b. Domestic Preferences for Procurements (2 CFR § 200.322):
As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States

c. Build America Buy America (Section 70914 of Public Law No. 117-58 §§ 70901-52)
On FEMA non-disaster grant programs (including BRIC, FMA, and LPDM) with grant funding for projects or project scoping over $250,000, the Subrecipient must provide assurance that all iron and steel items and all construction materials used in the project were produced in the United States. Subrecipients must provide a letter of certification from product manufacturers and self-certification letters from contractors and subcontractors to demonstrate compliance with BABAA requirements.
In Interim Policy #207-22-0001. FEMA recommends recipients and Subrecipients document compliance with BABAA by requesting a BABAA certification letter from manufacturers. MEMA requires Subrecipients to implement this recommendation.

d. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216):
Subrecipients must not expend grant funds on equipment, services, or systems provided by listed companies such as Huawei Technologies Company or ZTE Corporation.

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

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

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

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

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

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

10. Remedies for Noncompliance.

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

a. Amounts due MEMA

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

11. Submission of Invoices

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

EMPG: empggrants.maine@maine.gov
HSGP: hsgrants.maine@maine.gov
OPSG: osg.maine@maine.gov
SERC: maine.serc@maine.gov
HMA: hmagrants@maine.gov

Invoices must be accompanied by supporting documentation, including but not limited to receipts, timesheets, travel documents, approved EHP (if necessary), and proof of payment.
No payments due to the Subrecipient shall be adjusted for inflation. No interest shall be due or payable on any payment due the Subrecipient, regardless of any statement on the billing invoice.

12. After the Period of Performance

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

a. Audit Requirements

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

b. Retention of Records

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

Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Hazardous Materials Grants

Grant and Cooperative Agreement Terms and Conditions

Table of Contents

1. **Definitions**
    a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term "recipient" does not include subrecipients.
    b) **Program Authorizing Official (PAO)** – The PAO is the delegated authority to execute the grant agreement. Should any changes to the scope, budget, schedule, or any other terms become necessary, the PAO in coordination with the AO has the authority to amend the award agreement.
    c) **Agreement Officer (AO)** – The AO has the authority to obligate the Government to the expenditures of Federal funds under this award.
    d) **Grant Specialist (GS)** – The GS is responsible for the daily administration of the award. The GS is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
    e) **Recipient Authorized Grantee Official** – The individual with the Recipient organization who has authority to bind the organization legally and financially. It is the Recipient's responsibility to follow their agency's policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.
    f) **Recipient Project Director** – The individual designated by the recipient who is responsible for the technical direction of the program or project.

2. **Recipient Responsibilities**
In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

3. **Compliance with Award Terms and Conditions**
Submission of a signed Request for Advance or Reimbursement (payment request) form constitutes the Recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:
    a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
    b) Disallow all, or part of, the cost of the activity or action not in compliance.
    c) Wholly or partly suspend or terminate the Federal award.
    d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
    e) Withhold further Federal awards for the project or program.
    f) Take other remedies that may be legally available.

4. **Order of Precedence**
Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations, or directives directly affecting performance of this award.
b) Terms and Conditions of this award.

5. Violation of Award Terms

If the Recipient has materially failed to comply with any term of the award, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

6. Termination

The Federal award may be terminated in part, or its entirety as follows:

a) By PHMSA if the Recipient fails to comply with the terms and conditions of the Federal award;

b) By PHMSA with the consent of the Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;

c) By the Recipient upon sending PHMSA a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if PHMSA determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, PHMSA may terminate the Federal award in its entirety; or

d) By PHMSA pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

7. Applicable Federal Law and Regulations

By entering into this agreement for a FY 2025 Hazardous Material Emergency Preparedness Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

a) Hatch Act - 5 U.S.C. §§ 1501, et seq., but see 49 U.S.C. § 5323(l)(2)
b) Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
c) American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
d) Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
e) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.

f) Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
g) Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
h) National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
i) Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
j) Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
k) Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
l) Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
m) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d *et seq.*
n) Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101 -1104, 541, et seq.
o) Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
p) Freedom of Information Act - 5 U.S.C. § 552, as amended
q) Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
r) The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109-282, as amended by section 6202 of Pub. L. No. 110–252)
s) Cargo Preference Act of 1954 – 46 U.S.C. § 55305
t) Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901–70927
u) Bringing in and harboring certain aliens – 8 U.S.C. 1324
v) Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

a) Executive Order 11990 – Protection of Wetlands
b) Executive Order 12372 – Intergovernmental Review of Federal Programs
c) Executive Order 12549 – Debarment and Suspension
d) Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
e) Executive Order 14025 – Worker Organizing and Empowerment
f) Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
g) Executive Order 14154, Unleashing American Energy
h) Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
i) Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
j) Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
b) Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
c) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.

d) New Restrictions on Lobbying – 49 CFR Part 20
e) Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
f) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
g) Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
h) Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
i) Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
j) DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
k) Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26 (as applicable under section 12 of this agreement), including any amendments thereto
l) National Environmental Policy Act implementing regulations– 40 CFR 1500 - 1508

Specific assurances required to be included in the FY 2025 Hazardous Material Emergency Preparedness Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

8. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient who expends $1,000,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award

9. Federal Law and Public Policy Requirements.

a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

10. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy costs associated with obtaining Federal assistance awards.

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450 – "Lobbying," within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions on Lobbying."

49 CFR 20 is incorporated by reference into this award.

11. Nondiscrimination

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964."

49 CFR 21 is incorporated by reference into this award.

The purpose of Section 9 is to ensure that the Recipient has a plan to comply with Title VI and 49 C.F.R. part 21, including any amendments thereto.

If the Recipient is a non-State DOT and does not have a current Title VI Plan on file with PHMSA then as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, PHMSA must complete a Title VI Assessment of the Recipient before entering this grant agreement. Until DOT guidance on conducting such an assessment is finalized, PHMSA may rely on the date of Title VI assurances provided with the signing of the grant agreement.

To ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at http://www.phmsa.dot.gov/org/civilrights/grantrecipientinformation. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at rosanne.goodwill@dot.gov.

12. Government-wide Debarment and Suspension (Non-procurement)

The Recipient must review the "list of parties excluded from federal procurement or non-procurement programs" located on the System for Award Management (SAM) website before entering into a sub-award. https://www.sam.gov No sub-award may be issued to an entity or person identified in the "list of parties excluded from federal procurement or non- procurement programs."

2 CFR 1200 is incorporated by reference into this award.

The Recipient must inform the PAO if the recipient suspends or debars a sub-awardee.

13. Drug-Free Workplace

The Recipient must 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 must comply with **49 CFR 32**, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)" which is incorporated by reference into this award.

14. Small and Disadvantaged Business Requirements

If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 CFR part 26, including any amendments thereto.

If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

15. eInvoicing (PHMSA May 2024)

Recipients of PHMSA grants and cooperative agreements must use the DOT Delphi eInvoicing System.

a) Recipients' Requirements:
   Recipients must:
   i. Have internet access to register and submit payment requests through the Delphi eInvoicing system;
   ii. Submit payment requests electronically and receive payment electronically.

   New Grant Recipient User: Once a grant is fully executed, the grant management specialist will submit the recipients' request (External Delphi UAR Form) to the PHMSA Delphi Access Administrator via email to PHMSAinvoicing@dot.gov for a new user account to be granted Delphi. Once a Grantee has completed the registration process and obtained their username and password, they can access the Delphi eInvoicing System. Grantees should activate their system account within 3 days of receiving their credentials to prevent the account from being deactivated. A user account will remain valid unless it is deactivated due to a period of inactivity (it has not been logged into for 45 days) or your agency requests it to be deactivated. If a Grantees account has been deactivated due to a period of inactivity for any reason, they should contact the ESC Production Helpdesk, who can be reached at 866-641-3500, Option 4 , 3.

NOTE: The "Delphi External Access Request" form should be completed at the time of grant award execution to ensure that the Grant Recipient has access to the system in order to submit invoices as needed. The following tutorial outlines the steps that each grant recipient user must take to become authenticated and activate his/her Delphi eInvoicing System account – Please share this link with new grantees who need new accounts in Delphi System: ESC: Delphi eInvoicing System - Home.

b) System User Requirements:

iii. Contact the assigned grant specialist directly to sign up for the system. PHMSA will provide the recipient's name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system;

iv. DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

Via U.S. Postal Service (certified):
DOT Enterprise Services Center
FAA Accounts Payable
AMZ-100 PO Box 25710
Oklahoma City, OK 73125

Via FedEx or UPS:
DOT Enterprise Services Center MMAC-FAA/ESC/AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website ESC: Delphi eInvoicing System - Home.

c) Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (http://www.transportation.gov/cfo/delphi-einvoicing-system.html) or by contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

16. Payments

Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of "Request for Advance or Reimbursement" (Standard Form SF-270).

b) Method of payment

i) PHMSA will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

ii) If PHMSA is unable to release one or more payments by EFT, the Recipient agrees either to –

i) Accept payment by check or some other mutually agreeable method of payment; or

ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

c) Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at: https://www.sam.gov

d) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

e) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

f) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

g) Liability for uncompleted or erroneous transfers.
   i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
      i) Making a correct payment;
      ii) Paying any prompt payment penalty due; and
      iii) Recovering any erroneously directed funds.

   ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
      i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
      ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.

h) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

i) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.

j) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.

k) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

17. Advance Payment

49 CFR § 110.50 authorizes PHMSA to issue advance payments to grant recipients. Recipient must receive prior approval from PHMSA and must meet the required criteria for advance payments be made.

a) Recipient must possess financial management systems that meet the standards for fund control and accountability as established in 2 CFR 200.302 for awards issued after that date. Recipient must ensure that advance payment requests are limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project. Recipient must deposit and maintain advance payments in insured accounts whenever possible unless the recipient receives less than $120,000 in federal awards from all sources or can demonstrate the best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances. $250 for awards issued prior to December 26, 2014.
b) Recipient submits advance payments based on cash payment needs and not accrued liabilities.
c) Recipient must remain in compliance with the terms and conditions of their award.
d) Recipient is not indebted to the United States Government.
e) Recipient's SAM.gov registration is current and active at the time of the advance payment request.
f) The recipient maintains supporting documentation in their files and makes them available upon request to PHMSA in order to determine if the costs adhere to the applicable cost principles, statutes and regulations. PHMSA will also monitor to ensure grantee has not requested advance payments beyond immediate disbursing needs and that excess balances were promptly returned to the Treasury.

18. Advance Payment Process

To request an advance payment, log into the DOT Electronic Payment System (Delphi E-

Invoicing), create and submit a standard invoice, and complete an SF270 form with the Advance Payment Request. This process is similar to requesting a reimbursement. The grant specialist assigned to your account will receive an email generated from the system with the invoice details.

l) Advance payments must be fully disbursed (example: checks written, signed, and issued to the payees) within 30 days of the date you receive the advance funds from the U.S. Treasury.
m) Advance payment requests should be submitted no earlier than 10 business days prior to the beginning of the period for which the funds are requested.
n) PHMSA will check for all of the following criteria:
    i. Your award balance is sufficient to meet the advance amount requested.
    ii. Evaluations will be based on cash payments and not on accrued liabilities.
    iii. You have satisfied program requirements including submission of required federal financial reports for prior quarters/periods.
    iv. The request is for allowable expenditures.

19. Adherence to Original Project Objectives and Budget Estimates

o) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the Program Authorizing Official or delegate.*

p) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

20. Prior Approvals

q) The following expenditures require the PAO's advance written approval:
    i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
    ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
r) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
s) PHMSA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

21. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

22. Ban on Text Messaging While Driving

t) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

u) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

   i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

   ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

   i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

v) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

23. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with **2 CFR 200.315** - "Intangible Property."

24. Notice of News Releases, Public Announcements, and Presentations

The Recipient must have the PAO's prior approval for all press releases, formal announcements, or other planed written issuance containing news or information concerning this Agreement before issuance. The Recipient must provide two copies of the document to the PAO for review prior to release. Also, the PAO must approve any planned presentations/briefings related to this Agreement, as well as the actual presentation (e.g. slides/vu-graphs) to be used.

25. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:
DOT Inspector General Hotline
1200 New Jersey Ave SE
West Bldg. 7th Floor
Washington, DC 20590
Email: hotline@oig.dot.gov
Web: http://www.oig.dot.gov/Hotline

26. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA May 2024)

w) *Definitions.* As used in this provision:

"Executive" means an officer or any other employee in a management position.

"First-tier sub-award" means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Awardee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i) Salary and bonus.
ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v) Above-market earnings on deferred compensation which is not tax-qualified.

vi) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

x) *System for Award Management (SAM).* As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: https://www.sam.gov

y) *Notification to Sub-Awardees.* Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.

z) *Reporting of First-Tier Sub-Awards.* By the end of the month following the month of award of a first-tier sub-award with a value of $25,000 or more, the Awardee shall report the information below at http://www.fsrs.gov for each first-tier sub-award. (The Awardee shall follow the instructions at http://www.fsrs.gov to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under $300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under $300,000, the Awardee does not need to report awards made to that sub-awardee.

i) Unique Entity Identifier (The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
ii) Name of the sub-awardee.
iii) Amount of the sub-award.
iv) Date of the sub-award.
v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
vi) Sub-award number (assigned by the Awardee).
vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
ix) The prime award number (assigned by PHMSA)
x) Awarding agency name. (PHMSA)
xi) Funding agency name. (PHMSA)
xii) Government awarding office code. (56)
xiii) Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.

xiv) The applicable North American Industry Classification System (NAICS) code.

aa) *Reporting Executive Compensation of Awardee.* If the Awardee, in the previous tax year, had gross income from all sources under $300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at https://www.sam.gov if, in the Awardee's preceding fiscal year, the Awardee received:

i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

ii) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

bb) *Reporting Executive Compensation of Sub-Awardees.* If the Awardee, in the previous tax year, had gross income from all sources under $300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under $300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of $25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub- awardee for the sub-awardee's preceding completed fiscal year at http://www.fsrs.gov, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

ii) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

27. 811, Call Before You Dig Program (PHMSA May 2024)
Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging. The recipient is encouraged to adopt the "811, Call Before You Dig" program for its employees and contractors when digging on company-owned, leased, or personally owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration's (PHMSA's) website at www.phmsa.dot.gov.

28. Access to Electronic and Information Technology (PHMSA May 2024)
Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

29. Combating Trafficking in Persons (PHMSA May 2024)

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

cc) severe forms of trafficking in persons;
dd) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
ee) the use of forced labor in the performance of the grant or cooperative agreement; or
ff) acts that directly support or advance trafficking in persons, including the following acts:
    i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
    ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
        1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
        2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
    iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
v) Providing or arranging housing that fails to meet the host country housing and safety standards.

30. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

gg) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

hh) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.

ii) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

jj) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein. The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

31. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and

b) Any rights of copyright to which a Recipient, sub recipient or a contractor purchases ownership with grant support.

33. American Materials Required (PHMSA MAY 2024)

If articles, materials, or supplies, are required: Per 41 USC 8302, only unmanufactured articles, materials, and supplies, that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies minded, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines their acquisition to be inconsistent with the public interest of their cost to be unreasonable.

This requirement does not apply:

a) to articles, materials, or supplies for use outside the United States;

b) if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produces, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and

c) to manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

34. Reporting

a) *Annual Federal Financial Report (FFR) (SF-425)* – The Annual FFR provides an update on the status of funds for the performance period. This report is cumulative. The Annual FFR is due no later than 11:59pm Eastern Standard Time (EST), December 30th of the performance year.

b) *Annual Progress Reports* – Each grant recipient is required to submit a progress report to show progression of approved projects and activities. Grant recipients with a performance period longer than twelve (12) months are required to submit an annual progress report and must follow the instructions outlined in the terms and conditions of the grant award.

c) *Final FFR*– The Final FFR closes-out the financial reporting for the performance period. A Final FFR is due no later than 11:59pm Eastern Standard Time (EST), 120 days after the end of the performance period.

d) *Final Progress Report* – The Final Progress Report provides the status of the activities performed during the entire performance period. The final progress report is due no is due no later than 11:59pm Eastern Standard Time (EST), 120 days after the end of the performance period.

A request for extension of the due date for a mid and end of year reports must be made in writing to PHMSA no later than **15 days** before the reports are due. The request must include the reason for the request and the requested due date.

(End of provision)

III. Expenditure Guidelines

This section provides direct examples of allowable, generally unallowable, and conditionally allowable activities. These examples are for reference only.

4.1 Allowable Management and Administration Costs (M&A)

M&A costs (sometimes referred to as general expenditures) are allowable administrative expenditures incurred during the administration of an award and that do not fall under preparedness or response efforts. These must be directly related to the management and administration of the HMEP grant award. This includes but is not limited to: Grants Management Courses, Continuing Education Specific to Grants Management

4.2 Allowable Planning and Preparedness Activities

Activity	Description and Summary	Additional Guidance and Materials
Commodity Flow Studies	A hazardous materials commodity flow survey (HMCFS) identifies HAZMAT transported into, out of, within, and through a specified area.	PHMSA published document, "Hazardous Materials Commodity Flow Data and Analysis" and EPA's Sample Commodity Flow Studies https://www.epa.gov/epcra/sample-commodity-flow-studies
Other Commodity Flow Study Related Costs	Example: Aerial photography for use with Commodity Flow Study research using drones.	Expenses must be HMEP related and only charged to the HMEP grant at the rate of use for this program.

ALLOWABLE PLANNING AND PREPAREDNESS ACTIVITIES *This list is not all inclusive*		
	Tier II Chemical Inventory Reports and Databases expenses tied to a commodity flow study.	HMEP does not pay for operational costs.
GAP Analysis/Needs Assessment Costs	A needs assessment is the process to determine existing gaps between current conditions and desired conditions.	HMEP Sample Application, Page 6 https://www.phmsa.dot.gov/working-phmsa/grants/hmep-sample-application
EPCRA Compliance Costs. **Section 301** State and Tribal Emergency Response Commissions (SERCS and TERCs) and Local and Tribal Emergency Planning Committees (LEPCs and TEPCs)	Per EPCRA 301, Local or Tribal Emergency Planning Committees (LEPCs or TEPCs) *must* develop an emergency response plan, review the plan at least annually, and provide information about chemicals in the community to citizens.	Refer to Appendix B Resources for additional EPCRA information and **EPCRA Compliance Costs** Section 301 **(cont.)** for a breakdown of the required elements of a community emergency response plan.
EPCRA Compliance Costs. **Section 301 (cont.)** *This list is not all inclusive*	• Identification of facilities and transportation routes of extremely hazardous substances. • Description of emergency response procedures, on and off site. • Outline of emergency notification procedures. • Outline of evacuation plans. • A training program for emergency responders (including schedules). • Methods and schedules for exercising emergency response plans.	Full list of required elements of a community emergency response plan can be found from the Environmental Protection Agency (EPA) https://www.epa.gov/epcra/local-emergency-planning-committees#Local%20Emergency%20Planning%20Committee%20Resources

ALLOWABLE PLANNING AND PREPAREDNESS ACTIVITIES *This list is not all inclusive*		
EPCRA Compliance Costs. **Section 302** Emergency Planning Notification	HMEP funds *must* be used for the benefit of the first responder. The HMEP grant may cover costs associated with incorporation information derived from EPCRA 302 requirements into their Emergency Operations Plan (EOP).	Refer to EPCRA Section 302: Emergency Planning notification https://www.epa.gov/system/files/documents/2022-01/chapter-2-epcra-section-302.pdf
EPCRA Compliance Costs. **Section 303.** Comprehensive Emergency Response Plans Local and Tribal Emergency Planning Committee (LEPC and TEPC) Responsibilities Facility Responsibilities State and Tribal Emergency Response Commission (SERC and TERC) Responsibilities	Costs include, but are not limited to: • LEPCs/TEPCs developing and maintaining comprehensive emergency response plans and submitting these plans to the State or Tribal Emergency Response Commission. • LEPCs/TEPCs to review the plans annually, or more frequently as circumstances change within the community or at any facility.	All plans should contain: • Analysis of the emergencies likely to occur. • Assessment of available resources and existing capabilities. • HAZMAT Planning Curriculum response operations strategies and assignments that address notification, command and control, life safety, and other functional requirements; and identification of prevention measures that can mitigate the seriousness of an emergency or prevent it from occurring. See: Appendix B - Resources
Conference Attendance and/or Hosting Costs for Emergency Planners	HMEP may fund costs associated with conference attendance as they relate allowable HMEP grant activities.	See: 4.2 Allowable Planning and Preparedness Conferences for a list of examples
HMEP Planning Program Manager Personnel Costs	Only include compensation paid for employees engaged in HMEP grant related activities. Costs should be consistent with that paid for similar types of work within the organization.	Grantees must meet the grants pass-through requirement: 75% of the total award must be to the direct benefit of the first responder. No more than 25% of a total grant award may be attributable towards M&A costs. See: HMEP Sample Application, Page 6

ALLOWABLE PLANNING AND PREPAREDNESS ACTIVITIES *This list is not all inclusive*		
		https://www.phmsa.dot.gov/working-phmsa/grants/hmep-sample-application
Attending and/or Hosting Workshops, Drills and Exercises	Events must be related to allowable HMEP grant activities and have a connection to HAZMAT in commercial transportation	HMEP Sample Application, budget narrative https://www.phmsa.dot.gov/working-phmsa/grants/hmep-sample-application
Capability Assessments	Evaluate the ability for first responders, non-governmental organizations, and other involved stakeholders to respond to a HAZMAT emergency	Hazardous Materials Incident Response Curriculum Guidelines https://www.phmsa.dot.gov/grants/hazmat/response-guidelines Mission Specific Planning Competencies: Capability Assessment. Page 49
Risk Assessments to Enhance Plans	A risk assessment is a process to identify potential hazards and analyze what could happen if a hazard occurs.	Comprehensive Preparedness Guide 201: Threat and Hazard Identification and Risk Assessment Guide (FEMA CPG 201). Example: https://www.phmsa.dot.gov/hazmat/reports/risk-assessment-hazmat-uavs
Computer-Aided Management of Emergency Operations (CAMEO) Training	Training towards the usage of CAMEO	Developed by EPA and the National Oceanic and Atmospheric Administration to assist front-line chemical emergency planners and responders, CAMEO can access, store, and evaluate information critical for developing emergency plans.

4.3 Allowable Training Courses

ALLOWABLE TRAINING COURSES *This list is not all inclusive*	
Air Monitoring and Sampling	HAZMAT IQ Training (Above and Below the line, Advanced IQ & ToxMedic, etc.)
Airport Rescue Fire Fighting (aircraft rescue and response)	HAZMAT Risk Analysis Courses
Alternative Fuels	Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
Ammonia, Ethanol, Chlorine Response	Industrial Fire Fighting (rail yards, fuel transfer facilities, and ports)

ALLOWABLE TRAINING COURSES *This list is not all inclusive*	
Cargo Tank Specialty	Intermodal Tank Specialty
Chemistry of Hazmat-Part I/II	Level A/Level B Personal Protective
Commodity Flow Study courses	Liquid Natural Gas (LNG) rail training
Confined Space Rescue	LP Gas Emergencies/Propane Emerge
Courses aimed at developing, improving, and implementing emergency plans under the Emergency Planning and Community Right-to-Know Act (EPCRA) §§ 301 and 303 (Title 42 U.S.C. Chapter 116)	Lithium Ion-Battery training related to incidents in commercial transportation
Crude Oil Training	Marine Operations - Ship-board rescue, firefighting, HAZMAT focus
Decontamination: Mass, Technical, Refresher	Marine Tank Vessel Specialty
Developing Chemistry for Emergency Responders	NIMS ICS-100: Introduction to the Incident Command System
Emergency Medical Technician (EMT) Training for HAZMAT	NIMS ICS-200: Incident Command System for Single Resources and Initial Action Incidents
Employee HAZMAT Emergency Response Readiness Training	NIMS ICS-300: Intermediate Incident Command System
Explosive Ordinance Disposal involving transportation	NIMS ICS-400: Advanced Incident Command System
First Receiver Awareness Training	Pipeline Incident in Transportation Response Training
Flammable Liquid Bulk Storage	Radiological (sources in transportation, but not Weapons of Mass Destruction.)
Flammable Gas Bulk Storage	Regional Response Strategy Selection courses
Grants Management Training, Courses, and continuing education	Rope Rescue (pre-requisite for Confined Space Rescue)
HAM Radio Training	Surveying a HAZMAT Incident
HAZ-CAT Training	Tactical Chemistry
Cargo Tank Specialty	Tank Specialty: Car, Cargo, Marine Vessel, Intermodal
HAZMAT Awareness, Operations, Technician, Specialist, and Refresher Courses	TRANSCAER Training as it relates to HMEP
HAZMAT Basic Life Support/Advance Life Support	Using Personal Protective Equipment
HAZMAT Containers	Victim Rescue/Recovery
HAZMAT for Dispatcher	Financial Management courses with Grants Management correlation
HAZMAT for Emergency Management System (EMS)	Victim Rescue/Recovery

4.4 Allowable Planning and Training Preparedness Conferences

Costs associated with attending conferences are allowed. When requesting these costs grantees must state what projects, goals, and deliverables the events support. For example, attendance to a planning conference where the HMEP Grant manager participates in Tabletop Exercises (TTX) will provide lessons learned that the HMEP Grant manager can apply when performing the annual Emergency Operations Plan (EOP) update and review for they LEPCs/TEPCs.

ALLOWABLE PLANNING AND TRAINING PREPAREDNESS CONFERENCES *This list is not all inclusive*		
Conference	Location	Website
Arizona Tribal Hazardous Materials (HAZMAT) Training and Information Conference	Flagstaff, AZ	http://itcaonline.com
International Hazardous Materials Response Teams Conference (IAFC)	Baltimore, MD	https://www.iafc.org/
PHMSA HMEP Conference	Varies	https://www.phmsa.dot.gov/grants/hazmat/hmep-resources
Virginia Hazardous Materials Conference	Harrisonburg, VA	http://www.virginiahazmat.org
The Continuing Challenge	Sacramento, CA	http://www.hazmat.org
National Association of SARA Title III Program Officials Annual and *Mid-Year* and *Annual* Conference	Houston, TX (mid-year), Varies (annual)	https://nasttpo.com/
HOTZONE	Houston, TX	https://hotzone.mobi/
COLDZONE	Minneapolis, MN	http://coldzone.org/
Midwest HAZMAT Conference	Northbrook, IL	https://emerysafety.com/
Northwest Tribal Emergency Management Council (NWTEMC) Annual Conference	Spokane, WA	http://nwtemc.org/Conferences_NWTEMC.aspx
TRANSCAER Conferences and Events	Varies	http://www.transcaer.com/

4.5 Allowable Equipment, Supplies, and Materials

Equipment, materials and supplies necessary to conduct HMEP planning, and training related activities are allowable. The list below provides examples of previously approved items.

ALLOWABLE EQUIPMENT, SUPPLIES AND MATERIALS *This list is not all inclusive*	
Airline connection	Oxygen meter
Aerial Photography Equipment for Commodity Flow Studies/Exercises/Training – usage must be entirely HMEP or charged to HMEP by proportion of HMEP use	Passive dosimeters
Bottom outlet valve	Personal Protective Equipment (PPE)
Carbon monoxide meter	pH indicators and/or pH meters

ALLOWABLE EQUIPMENT, SUPPLIES AND MATERIALS *This list is not all inclusive*	
Colorimetric tubes	Portable pumps (air, electrical, gasoline/diesel
Combustible gas indicator	Power-take-off (PTO) driven pumps
Compressors or compressed gas	Pressure gauge
Computing Devices - machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting, and receiving, or storing electronic information	Publication materials
Equipment Trailer	Sample valve
Gauging device	Self-Contained Breathing Apparatus (SCBA)
General Purpose Equipment	Simulators for HAZMAT Training and Exercise
HAZMAT Suits	Thermometer
Information Technology Systems computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.	Training trailer
Inventory management system	Vacuum trucks
Liquid or vapor valve	Vehicle not for operational usage (i.e., required to tow training trailers and to carry out planning related activities such as a vehicle for a HAZMAT planner solely dedicated to the HMEP Grant that travels to local emergency responders to carry out the duties to meet EPCRA requirements)
Office supplies related to HMEP activities	Foam for specific HAZMAT transportation related planning and training related activities

Equipment is tangible personal property (including information technology systems) having a useful life of more than one year and costs more than $5,000 per item.

Supplies are all tangible personal property other than those described in the definition of equipment and cost less than $5,000 per item.

A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life.

Refer to Appendix A – Definitions and Appendix E – Category of expenditures for additional details.

4.5 Conditionally Allowable Expenditures

Conditionally allowable expenditures are expenditures that are generally allowable but require additional or specific conditions.

CONDITIONALLY ALLOWABLE EXPENDITURES *This list is not all inclusive*	
Expenditure	Conditions
Tier II Chemical Inventory Reports and Databases	Allowable: Duties and costs related to planning and training for the benefit of first responders, i.e., information gathering for a commodity flow study. CAMEO. See below. Unallowable: Operational costs. Note: Information Systems/Computing devises related to Tier II reporting *may* be considered allowable in full or in part with PHMSA approval See Appendix A - Definitions for Tier II Inventory Reports and Databases more information.
Emergency Operating Center (EOC) Leadership Exercises	Leadership exercises for events concerning HAZMAT preparedness and responses
Hospital Drills	Decontamination from a transportation incident (radiological, chemical, or other HAZMAT)
LEPC Meeting Expenses	HMEP covers the portion of costs as related to EPCRA Sections 301-303
Food and Refreshments	Food must be necessary for the safety of participants, i.e., hydration, remote location, dietary necessities, cultural accommodations etc.
Fixed-facility HAZMAT preparedness	Exercises and plans that include transportation of materials to and from fixed facilities; exercises that test the same capabilities that would be used to respond to a HAZMAT transportation incident
Fire Department Instructors Conference (FDIC)	Transportation HAZMAT-themed schedule

4.5.1 Costs Requiring Prior Approval

Conditionally allowable expenditures may also include costs requiring prior approval the table below includes examples of when a grantee needs to do so.

COSTS REQUIRING PRIOR APPROVAL ***This list is not all inclusive***	
Cost Type	Cost Description and Information
Sole Source Approval	A request to enter a non-competitive contractual relationship for equipment, technology, or services more than the simplified acquisition threshold must be

COSTS REQUIRING PRIOR APPROVAL *This list is not all inclusive*	
	submitted to PHMSA in writing certifying that the award of a contract through full and open competition is infeasible.
Prior Approval of Certain Costs	Written prior approval must be obtained for some costs, as specified in 2 C.F.R. Part 200 (specifically in 2 C.F.R.§ 200.407). The following are some examples of costs that require prior approval: • Costs incurred prior to the date of the subaward period • Foreign travel (only applicable to territories)
Changes to the Scope of the Award	Recipients must initiate an Activity Request (AR) for changes in scope, duration, activities, or other significant areas. In general, a change in scope is a cost that is 10% of the total award or more. These changes include but are not limited to: • Altering programmatic activities • Changing the purpose of the project • Changing the project site • Experiencing or making changes to the organization or staff with primary responsibility for implementation of the award, contracting out, subawarding (if authorized by law), or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the award • Changes in scope that affect the budget
Equipment and Other Capital Expenditures	If recipients or subrecipients have received prior approval for expenditures for equipment and other capital assets, including repairs which materially increase the useful life of equipment, then these expenditures are allowable. See 2 C.F.R. § 200.439. Expenditures for equipment must be fully justified in the budget and budget narrative; otherwise, the grant- making component may require that the type, quantity estimated, unit, or other information be provided before the final budget can be issued. In reviewing equipment acquisition budgets and proposals, the following principles should be followed: • No other equipment owned by the recipient/subrecipient is suitable for the project. • No luxury vehicles will be approved. If the vehicle request is approved, the vehicle should be reasonable, and the recipients must follow the Internal Revenue Service guidelines. If the vehicle(s) was purchased as part of a unit of government fleet by the State or local central procurement activities, it is generally accepted as reasonable. • Federal funds are not used to provide reimbursement for the purchase of equipment already owned by the recipient/subrecipient. • Equipment purchased and used commonly for two or more programs should be appropriately divided among each activity.

COSTS REQUIRING PRIOR APPROVAL *This list is not all inclusive*	
	• An expenditure for equipment purchased for a common pool is generally allowable as a charge to the award at cost value. • Equipment that has already been purchased and charged to other activities of the organization is not an allowable expense to the award.

4.6 Unallowable Expenditures

Unallowable expenditures are costs which may never be used with HMEP Grant funding dollars. Examples of generally unallowable expenses include but are not limited to the below.

GENERALLY UNALLOWABLE EXPENDITURES *This list is not all inclusive*	
Active Shooter Training	FRI (Fire Rescue International): Fire Rescue International (FRI) annual conference for fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration
Alcohol	Joint Terrorism Task Force (JTTK) Exercises
All-Hazards Warning System Drills	Lobbying
Any costs disallowable or stated as ineligible in 49 CFR part 110 and 2 CFR 200 Subpart E	Mobile Meth Lab Training
Any cost specifically prohibited in the General Terms and Conditions of the grant award, or identified in PHMSA policy guidance, or as a Special Terms and Conditions listed on the NGA (Remarks section).	Natural Disaster Exercises without a commercial transportation in HAZMAT tie-in
Bonuses or Commissions See 2 C.F.R. § 200.430(g)	Operational Expenses
Corporate Formation	Pro Board® accreditation and certification
Courses not related to HAZMAT emergency response (except for the pipeline training listed in section 4.1 above)	School Violence Prevention
Emergency Preparedness Presentation to Child Care Providers	State and Local Sales Taxes
Entertainment Costs	Tips
Fines and Penalties	Weapons of Mass Destruction (WMD) Radiological Training and Terrorism courses

Unallowable expenditures and disallowed costs are costs prohibited by law or regulation, Federal cost principles, PHMSA policy, or special terms and condition of award. Disallowed costs are charges to a federal award that the Federal awarding agency or pass-through entity determines to

USE OF LEPC FUNDS
(Revised May 12, 2015)

1. GRANTED TO LEPC'S, NOT COUNTIES OR EMA'S

2. COUNTY TREASURER IS CUSTODIAN MAINTAINING A SEPARATE ACCOUNT(S) SUBJECT TO LEPC AND COUNTY DIRECTOR APPROVAL FOR EXPENDITURES. COUNTY COMMISSIONER APPROVAL IS NOT REQUIRED. COUNTY ACCOUNTING PROCEDURES SHALL BE FOLLOWED. ANY INTEREST BENEFITS THE LEPC.

3. LEPCS DETERMINE USE WITH POLICY GUIDANCE AND RECOMMENDATIONS FROM THE SERC AND COUNTY DIRECTOR. COUNTY DIRECTORS HAVE DISCRETIONARY AUTHORITY FOR ADMINISTRATIVE USE OF FUNDS SUBJECT TO GUIDELINES ADOPTED BY THE LEPC.

4. FUNDS PROVIDED BY SERC FOR ADMINISTRATION MAY BE USED FOR ACTIVITIES THAT SUPPORT THE LEPC MISSION ALONG WITH PLAN DEVELOPMENT AND PLAN MAINTENANCE. EXAMPLES OF ALLOWABLE EXPENSES ARE:

PAPER	PRINTING
POSTAGE	MILEAGE
MEALS	TELEPHONE
LEGAL ADVERTISING	REGISTRATIONS
AUDIO VISUAL EQUIPMENT	COMPUTER EQUIPMENT
COMPUTER SOFTWARE/SUPPLIES	REFERENCES BOOKS
SUBSCRIPTIONS	COURSE FEES FOR LEPC MBRS & EMA STAFF

BASIC OFFICE SUPPLIES SUCH AS PENS, TAPE, MARKERS, BINDERS ETC.

WAGES FOR PART-TIME OR CONTRACT HELP FOR PLANNING TASKS

EXPENDITURES FOR ITEMS NOT LISTED MAY BE CONSIDERED ON A CASE-BY-CASE BASIS AND WILL NEED WRITTEN DOCUMENTATION OF HOW THEY SUPPORT THE LEPC PLANNING MISSION.

5. EQUIPMENT MUST BE USED WITHIN EOC/EMA OFFICES FOR SUPPORT OF LEPC ACTIVITIES. NOT FOR REMOTE WORK.

   FUNDS CANNOT SUPPLEMENT ANY OTHER DEPARTMENT, AGENCY OR PRIVATE ENTITY, FIRE DEPARTMENTS, SHERIFF OFFICES, HAZMAT RESPONSE TEAMS OR UNIVERSITY OPERATIONS (EXCEPT FOR TRAINING RELATED ITEMS)

6. QUARTERLY FINANCIAL REPORTS AND SEMI-ANNUAL ACTIVITY REPORTS ARE REQUIRED DOCUMENTING HOW THESE FUNDS HAVE BEEN EXPENDED.