

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between the State of Oregon acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal, hereinafter referred to as "OSFM" and the Portland Fire & Rescue, hereinafter referred to as PF&R.

RECITALS

- A. By authority granted under ORS 190.110, a state agency or unit of local government of this state may cooperate by agreement or otherwise, with a state agency or unit of local government of this or another state in performing a duty imposed upon it or in exercising a power conferred upon it.
- B. In order to ensure a swift response to a hazardous substance accident and to minimize damage to people, property, and wildlife, OSFM is authorized under ORS 453.347 to assist with emergency response planning by appropriate agencies of local and state government, and may apply for funds to train, equip, and maintain an appropriate response capability at the state and local level.
- C. The parties desire to engage in this intergovernmental agreement for the mutual benefit of the parties. The OSFM desires to enter into this intergovernmental agreement to assist with local emergency response planning through the training and support of an appropriate local hazardous materials emergency response capability. PF&R desires to receive financial assistance from OSFM to carry out the local hazardous materials emergency preparedness training(s) or project(s) set forth in Exhibit A.
- D. The parties understand that this Agreement is the Subaward of grant funds from the OSFM to PF&R. The grant funds are from the United States Department of Transportation. The Catalog of Federal Domestic Assistance (CFDA) number for the United States Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Office of Hazardous Materials Safety, Hazardous Materials Emergency Preparedness program is 20.703.

Now THEREFORE, in consideration of the mutual promises, terms and conditions contained in the Agreement the parties agree as follows:

TERMS OF AGREEMENT

1. PURPOSE; STATEMENT OF WORK.

1.1 Purpose. The purpose of this Agreement is to establish the terms and conditions of the distribution of grant funds and implementation of the project(s) set forth in Exhibit A, as a part of state and local hazardous materials emergency planning and preparedness measures. The purpose of the project is to provide specialized training for response to incidents involving flammable liquids bulk storage. The training is delivered by Texas A&M Engineering Extension Service (TEEX) in College Station, Texas.

1.2 Statement of Work. PF&R shall perform the following work in accordance with the terms and conditions of this Agreement.

Complete course registration for the Flammable Liquids Bulk Storage Specialty training provided by TEEX for thirteen (13) personnel from Station 24. Arrange travel and lodging for those students. Attendees will coordinate with the PF&R Training Department to review and

assess current response protocols in accordance with the training received. As appropriate, identified skills will be incorporated into the Firefighter Training Academy curriculum.

2. TERM / EFFECTIVE DATE.

- 2.1 This Agreement is effective as of October 1, 2015. No payment will be made for work performed outside the effective date and termination date of this Agreement.
- 2.2 This Agreement terminates on September 30, 2016, unless sooner terminated or extended pursuant to other provisions of this Agreement.

3. PF&R OBLIGATIONS.

- 3.1 PF&R agrees to comply with all project details set forth in Exhibit A, the Application For Funds, and the requirements identified below of the federal HMEP grant as incorporated herein as Exhibit B, Pipeline and Hazardous Materials Safety Administration, Hazardous Materials Emergency Preparedness Grant Program, Terms and Conditions. The Terms and Conditions stated in Exhibit B that apply to PF&R are:

Section 4 – Governing statutes and regulations

Section 5 – Order of precedence

Section 7 – General recipient responsibilities

Section 8 – Central Contractor Registration and Universal Identifier Requirements (Appendix A to 2 CFR 25), subsection on “Requirement for Data Universal Numbering System (DUNS) Numbers”.

Section 10 – Allowable costs

Section 11 – Flow-Down of Requirements under Subawards

Section 12 – Matching requirement

Section 13 – Performance and financial reporting requirements.

Section 14 – Reporting Subawards and Executive Compensation

Section 15 – Changes to the approved application and budget

Section 16 – Title to Equipment

Section 17 – Copyrights

Section 19 – Audit requirements

Section 20 – Record retention and access to records

Section 21 – Contracting with Small and Minority Firms, Women’s Business Enterprises, Veteran Owned, and HubZone Area Firms

Section 22 – Seat Belt Use Policies and Programs

Section 23 – Texting While Driving

Section 24 – Information Collection

Section 25 – Fraud, Waste, or Abuse

- 3.2 PF&R agrees to provide 20% of the total project cost in cash (hard match) or in-kind (soft match) contribution, or a combination of both. PF&R agrees to provide documentation showing

how it satisfied the match requirement. The OSFM reserves the right to determine if the match requirement is satisfied. The minimum amount of match required for this grant is \$12,168.00.

- 3.3 PF&R agrees to use Oregon Department of Public Safety Standards and Training (DPSST) approved instructors, when applicable. PF&R shall submit:
 - 3.3.1 The application required for DPSST to certify the course and the instructor(s) before the classes are held.
 - 3.3.2 A student roster and course evaluations to DPSST's Fire Training Section with copies to the OSFM at the completion of the class.
 - 3.4 PF&R agrees to provide the OSFM with copies of all subawards and invoices.
 - 3.5 PF&R agrees to submit to the OSFM a Request for Reimbursement (Exhibit C) of applicable charges for verification and approval of expenditures before payment is made by the OSFM. All Requests for Reimbursements must be submitted to the OSFM no later than thirty (30) days following the termination of the Agreement and must include the following information:
 - 3.5.1 For projects:
 - a. the project title,
 - b. training or exercise scenario agenda,
 - c. rosters, and
 - d. evaluation forms.
 - 3.5.2 For exercises:
 - a. an exercise timeline,
 - b. pre-exercise packages, and
 - c. the after action report.
 - 3.6 PF&R agrees to submit performance and financial reports as required in Section 13 of Exhibit B to the OSFM Grant Project Manager.
4. OSFM's OBLIGATIONS.
- 4.1 OSFM agrees to provide direction and support, on an "as needed" basis when reasonable, to PF&R.
 - 4.2 OSFM agrees to work with PF&R to distribute announcements to public safety agencies across Oregon that may be interested in participating in the training or exercise.
 - 4.3 OSFM agrees to reimburse the PF&R for actual incurred expenditures, excluding match, up to the amount of **\$48,672.00**, for accomplishment of the aforementioned PF&R obligations as stated in Section 3. All expenses related to the completion of the work specified herein shall be included in this **\$48,672.00** amount. All expenses, grant plus match, to fulfill the Agreement are the responsibility of the PF&R. Questions regarding eligible costs should be addressed to the OSFM Grant Project Manager identified in Section 5 of this Agreement, who will have final decision-making authority. Any Grant moneys disbursed to PF&R under this agreement that are expended in violation or contravention of one or more of the provisions of this Agreement

("Misexpended Funds") must be returned to OSFM. PF&R shall return all Misexpended Funds to OSFM promptly, no later than 15 days after OSFM's written demand."

5. NOTIFICATIONS.

5.1 OSFM CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Susan J. Otjen, Grant Project Manager
Office of State Fire Marshal, Administration Office
4760 Portland Rd. N.E.
Salem, OR 97305-1760
Ph: 503-934-8227
Email: sue.otjen@state.or.us

5.2 PF&R CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Lieutenant Bryan Profit
Portland Fire & Rescue
1120 SW Fifth, Room 1250
Portland, OR 97204
Ph: 503-793-1606
Email: bryan.profit@portlandoregon.gov

5.3 Announcements; Publications.

5.3.1 The PF&R agrees that all training, planning, and exercise announcements or publications created with grant funding in accordance with this Agreement shall contain the following statement: "This training was funded by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Hazardous Materials Emergency Preparedness grant program through the Oregon State Police, Office of State Fire Marshal and Portland Fire & Rescue."

5.3.2 The PF&R agrees to include the following language in all publications : "The opinions, findings, and conclusions or recommendations expressed in this publication are those of the author and do not necessarily reflect views of the U.S. Department of Transportation or Oregon State Police, Office of State Fire Marshal."

5.3.3 The PF&R agrees to include the OSFM and LEPC logos with the announcements or publications, when applicable.

6. TERMINATION.

6.1 This Agreement may be terminated at any time by mutual written consent of both parties.

6.2 OSFM may terminate this Agreement effective upon delivery of written notice to PF&R, or at such later date as may be established by OSFM, under any condition including, but not limited to the following:

- 6.2.1 If PF&R fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OSFM, fails to correct such failures within five (5) days, or such longer period as OSFM may authorize.
 - 6.2.3 If OSFM fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to continue to make the payments provided for in this Agreement.
 - 6.2.4 If federal or state laws, regulations, or guidelines are modified, or interpreted in such a way that the work under this Agreement is prohibited, or if OSFM is prohibited from paying for such work from the planned funding source.
 - 6.2.5 If PF&R fails to provide its share of the cost of the project.
- 6.3 Termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

7. NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon OSFM receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. PF&R is not entitled to receive payment under this Agreement from any part of Oregon state government other than OSFM. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OSFM certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OSFM's current appropriation or limitation of the current biennial budget.

8. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and PF&R that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. PF&R, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9. COMPLIANCE WITH GOVERNMENT REGULATIONS.

- 9.1 PF&R agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the

provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230, and 279B.270, which are hereby incorporated by reference. Without limiting the generality of the foregoing, PF&R expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- 9.2 PF&R shall comply with Exhibit D: Assurance of Compliance with Title VI of the Civil Rights Act of 1964, Department of Transportation, which is incorporated into and is a part of this Agreement. All references to "Subrecipient" in Exhibit D refer to PF&R.
- 9.3 PF&R shall insert the following notification in all solicitations for bids for work or material subject to the Title 49, Code of Federal Regulations and, in adapted form in all proposals for negotiated agreements related to this Agreement.

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

10. INDEPENDENT CONTRACTOR.

- 10.1 PF&R shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to Public Employees Retirement System (PERS) contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
- 10.2 PF&R and its subcontractors, if any, is not entitled under this Agreement to: a) any PERS benefits, b) to any benefits for payments of federal Social Security, c) to employment insurance, or d) to workers' compensation from the State of Oregon.

11. CONTRIBUTION.

- 11.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

- 11.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE PF&R (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE PF&R IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE PF&R ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE PF&R ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE STATE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE LIABILITY IN THE PROCEEDING.
- 11.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE PF&R IS JOINTLY LIABLE WITH THE STATE (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE PF&R SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE PF&R ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE PF&R ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE PF&R'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.
- 11.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 11, PF&R, AS THE RECIPIENT OF GRANT FUNDS, PURSUANT TO THIS AGREEMENT WITH THE STATE OF OREGON, SHALL ASSUME SOLE LIABILITY FOR PF&R'S BREACH OF THE CONDITIONS OF THE GRANT, AND SHALL, UPON PF&R'S BREACH OF GRANT CONDITIONS THAT CAUSES OR REQUIRES THE STATE OF OREGON TO RETURN FUNDS TO THE GRANTOR, HOLD HARMLESS AND INDEMNIFY THE STATE OF OREGON FOR AN AMOUNT EQUAL TO THE FUNDS WHICH THE STATE OF OREGON IS REQUIRED TO PAY GRANTOR.

12. ALTERNATIVE DISPUTE RESOLUTION.

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

13. REMEDIES.

In the event that PF&R violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

14. INSURANCE REQUIREMENTS.

- 14.1 The parties understand that the PF&R is a unit of local government as defined in ORS 190.003, and in order to meet the requirements of ORS 30.272 and ORS 30.273 may be commercially insured or self-insured.
- 14.2 The PF&R shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its own acts and omissions under this Agreement. With the exception of section 11.4, PF&R may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.271. In the event of unilateral cancellation or restriction by the insurance company of PF&R's insurance policy referred to in this paragraph, PF&R, as applicable, shall immediately notify OSFM verbally and in writing. PF&R's coverage limits shall not be less than \$112,000 for any single claimant and \$560,000 for multiple claimants.
- 14.3 All employers, including PF&R, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126.
- 14.4 If PF&R uses a subcontractor to perform the Work, the subcontractor shall meet the requirements of Exhibit E, Subcontractor Insurance Requirements.

15. THIRD PARTY BENEFICIARY.

OSFM and PF&R are the only parties to this Agreement and are the only parties entitled to enforce the terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. FORCE MAJEURE.

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war, which are beyond the parties' reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of the obligations under this Agreement.

17. ENTIRE AGREEMENT/WAIVER/MERGER.

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

18. AMENDMENTS.

This Agreement may be amended by mutual agreement of both parties, but only to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall

be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained.

19. RECORDS MAINTENANCE; ACCESS.

PF&R shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. PF&R is a sub-recipient. If PF&R expends \$500,000 or more of federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, PF&R shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If PF&R expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, PF&R shall have a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200. Copies of all audits must be submitted to OSFM within 30 days of completion. If PF&R expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, PF&R is exempt from federal audit requirements for that year. In addition, PF&R shall maintain any other records pertinent to this Agreement in such a manner as to clearly document PF&R's performance. PF&R acknowledges and agrees that OSFM and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of PF&R that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. PF&R shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

20. SEVERABILITY.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

21. COUNTERPARTS.

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

22. SUBCONTRACTOR INDEMNIFICATION.

PF&R shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of PF&R's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely

from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO SIGN AND BIND THEIR AGENCY, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Portland Fire & Rescue _____ Charlie Hales Mayor	DATE: _____
OREGON OFFICE OF STATE FIRE MARSHAL:  _____ James L. Walker State Fire Marshal	DATE: <u>10/19/15</u>
DEPARTMENT OF STATE POLICE: _____ Major Joel Lujan Gaming and Employee Services Bureau	DATE: _____

EXHIBIT A

APPLICATION FOR FUNDS

NOTE: The Grant Application is paginated with an "A" preceding the page number. The following page numbers constitute Exhibit A, Application for Funds: A-1 – A-8.

FY 2015 – 2016 Hazardous Materials Emergency Preparedness Grant Program COVERSHEET

Project title: Portland Fire & Rescue Hazardous Materials Training

Project period: October 1, 2015 – September 30, 2016

Applicant agency: City of Portland, Portland Fire & Rescue

Mailing address: City of Portland, Portland Fire & Rescue

1120 SW Fifth, Room 1250

Portland, Oregon 97204

Federal Tax Identification Number: 93-6002236

Data Universal Numbering System (DUNS) Number: 054971197

Project contact: Bryan Profit Title: HazMat Training Lieutenant

Phone: (503) 793-1606 Email: bryan.profit@portlandoregon.gov

Local Emergency Planning Committee

Are you applying on behalf of a Local Emergency Planning Committee (LEPC)? No

If yes, what LEPC?: _____

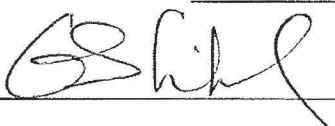
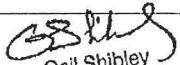
Total project funding

Refer to Calculating the Match on page 5 or the Budget Summary worksheet.

The Match is 25% of the Requested Amount. The Match is also equal to 20% of the Total Project

Total Federal HMEP Grant Funds Requested	\$86,000	48,672	-	MS
Total Matching Funds Required	\$21,500	12,168	-	
Total Project:	\$107,500	60,840	-	

Agency Authorized Official: Charlie Hales Title: Mayor

Signature:  
 Gail Shibley
 Chief of Staff
 Mayor Charlie Hales

Date: 2/23/15

Application Due Date: 5:00 p.m., Thursday, February 26, 2015

- Revised -

FY 2015-16 Hazardous Materials Emergency Preparedness Grant Program BUDGET SUMMARY

A		B			C
Budget Category		Planning/Description of Activities - Expense			Grant Request
1	Travel				\$
2	Equipment				\$
3	Supplies				\$
4	Contractual				\$
5	Other				\$
7		Planning Subtotal			\$
Budget Category		Training Course Activities	Item/Expense	Estimated # Training	Grant Request
8	Travel	FLBSS Training	Travel, lodging and per diem for 13 attendees.	13 FLBSS attendees = \$15,262	\$ 15,262
9	Equipment				\$
10	Supplies				\$
11	Contractual/Trainer				\$
13	Other	FLBSS Training	Registration	13 attendees x 2,570.00	\$ 33,410
14		Training Subtotal			\$ 48,672
Budget Category		Exercise/Description of Activities - Expense			Grant Request
15	Travel				\$
16	Equipment				\$
17	Supplies				\$
18	Contractual				\$
19	Other				\$
21		Exercise Subtotal			\$
22	Total Federal HMEP Grant Funds Requested = the sum of Column C, Rows 7, 14, and 21				TOTAL GRANT REQUEST \$ 48,672
23	Total Matching Funds Required = the Total Grant Request x .25				MATCH \$ 12,168
24	Total Project = the sum of the Total Grant Request + the Match				TOTAL PROJECT \$ 60,840

42

FY 2015-16 Hazardous Materials Emergency Preparedness Grant Program BUDGET SUMMARY

A	B			C
Budget Category	Planning/Description of Activities - Expense			Grant Request
1	Travel			\$
2	Equipment			\$
3	Supplies			\$
4	Contractual			\$
5	Other			\$
7			Planning Subtotal	\$
Budget Category	Training Course Activities	Item/Expense	Estimated # Training	Grant Request
8	Travel	HERS & FLBSS Training	Travel, lodging and per diem for 25 attendees. 12 HERS attendees = \$14,708 13 FLBSS attendees = \$15,262	\$ 29,970
9	Equipment			\$
10	Supplies			\$
11	Contractual/Trainer			\$
12	Other	HERS Training	Registration and background check 12 attendees x 1,885.00	\$ 22,620
13	Other	FLBSS Training	Registration 13 attendees x 2,570.00	\$ 33,410
14			Training Subtotal	\$ 86,000
Budget Category	Exercise/Description of Activities - Expense			Grant Request
15	Travel			\$
16	Equipment			\$
17	Supplies			\$
18	Contractual			\$
19	Other			\$
21			Exercise Subtotal	\$
22	Total Federal HMEP Grant Funds Requested = the sum of Column C, Rows 7, 14, and 21			TOTAL GRANT REQUEST \$ 86,000
23	Total Matching Funds Required = the Total Grant Request x .25			MATCH \$ 21,500
24	Total Project = the sum of the Total Grant Request + the Match			TOTAL PROJECT \$ 107,500

143

187 558

**FY 2015-2016 Hazardous Materials Emergency Preparedness Grant
Program**

PROJECT BUDGET DETAIL

Project 1	HERS Training - SERTC, Pueblo, Colorado	
Expenditure	Description	Amount
Personnel	In-kind match 20%: Estimated personnel costs for 12 PF&R attendees (training time only): 12 people x 40 hours x \$41.61 = \$19,972.80	\$9,332
Travel	Airfare (Colorado Springs or Pueblo): 12 x \$450.17 = \$5,402 Extra baggage (gear) both directions: 12 x \$100 = \$1,200 GSA Lodging rate (2 per room) 6 x 6 x \$83 = \$2,988 meals (travel days) 12 x 2 x \$34.50 = \$828 meals/incidentals training days (lunch provided) 12 x 5 x \$35 = \$2,100 Airport parking (7 days): 12 x \$70 = \$840 rental car (3 for 7 days): 3 x \$450 = \$1,350	\$14,708
Other	Class registration and background check: 12 x \$1,885	\$22,620
Total		\$46,660

Project 2	FLBSS Training – TEEX, College Station, Texas	
Expenditure	Description	Amount
Personnel	In-kind match 20%: Estimated personnel costs for 13 PF&R attendees (training time only): 13 people x 24 hours x \$40.64 = \$12,679.68	\$12,168
Travel	Airfare (College Station, TX): 13 x \$487.69 = \$6,340 Extra baggage (gear) both directions: 13 x \$100 = \$1,300 GSA Lodging rate (2 per room): 7 x 4 x \$102 = \$2,856 meals (travel days): 13 x 2 x \$42 = \$1,092 meals/incidentals training days (none provided): 13 x 3 x \$56 = \$2,184 Airport parking (5 days): 13 x \$50 = \$650 rental car (3 for 4 days): 3 x 4 x \$70 = \$840	\$15,262
Other	Class registration: 13 x \$2,570	\$33,410
Total		\$60,840

FY 2015-2016 Hazardous Materials Emergency Preparedness Grant Program

PROJECT NARRATIVE

Project type (select one or more)

Planning
 Training
 Exercise
 Commodity Flow Study
 Other

Project description

Portland Fire & Rescue (PF&R) is requesting funding for two separate training courses. Both trainings will increase response capabilities for transportation related incidents.

The first request is to send 12 HazMat Technicians (State HazMat Team 7) to the Highway Emergency Response Specialist (HERS) course provided by the Security and Emergency Response Training Center (SERTC) in Pueblo, Colorado. The training is a 5-day, 40-hour course developed for seasoned emergency responders. The subject matter is focused on techniques for responding to highway transportation incidents, transfer procedures, grounding and bonding, and safety considerations involving cargo tanks, intermodal tanks, van trailers, non-bulk packaging and compressed gas cylinders.

The second request is to send 13 Firefighters from Station 24 to Flammable Liquids Bulk Storage Specialty (FLBSS) training, provided by Texas A&M Engineering Extension Service (TEEX) in College Station, Texas. Station 24 houses PF&R's land-based marine and flammable liquid firefighting team. The firefighters at this station are part of a specialty-trained marine program and receive on-going training in the suppression of shipboard fires and bulk facility fires. This 3-day training will provide a hands-on opportunity to use foam tactics on flammable liquid fires and will focus on tank truck, railcar and storage tank incidents. The TEEX training center is one of a very few number of facilities that can accommodate the required burning and foam application needed for this training. There are no facilities in Oregon or nearby states that can be used in this manner.

With increased rail, truck and maritime transportation through the Portland urban area, these types of training become critical for providing efficient responses to incidents and accidents in the densely populated city. The need for HERS training is further supported by the fact that approximately 73% of Portland workers commute by car, truck or van, and there is an additional 20% increase in the City's daytime population due to commuters from outside the City. These factors increase the possibility of an incident occurring on one of the many highways in the area. The need for FLBSS training is directly tied to the increase of flammable liquid transportation and bulk storage in the Portland urban area, including increased shipments of Bakken crude oil by rail and barge.

Grant funding will be used to cover the cost of registration fees, travel, lodging and per diem. PF&R will be responsible for registrations and all travel arrangements. Attendees will coordinate with the PF&R Training Department to review and assess current response protocols and update as needed or develop new protocols in accordance with the received training. As appropriate, identified skills will also be incorporated into the Firefighter Training Academy curriculum.

Collaboration - Area of benefit and partners

The communities that will benefit from PF&R attending this training include the State's HazMat Region 7, the Port of Portland, PF&R's immediate response area, all counties and cities that have entered into mutual aid agreements with PF&R and all counties that have established agreements through the Multnomah County Fire Defense Board (Multnomah, Washington, Columbia, Clackamas and Hood River). PF&R also has agreements in place with the Vancouver Fire Department in the State of Washington and the Burlington Water District and supports all Maritime Fire & Safety Association (MFSA) members spanning from the Portland/Vancouver area to the mouth of the Columbia River.

Overall contribution

Portland is home to one of four primary West Coast international trade gateways, has two Class I railroads, a major port operating marine terminals and aviation/air cargo facilities, and has over two-thirds of the target hazards and vulnerabilities for the Columbia and Willamette Rivers' maritime system. In addition to the multiple highways running through the city, Portland houses major communications hubs, a tri-county commuter lightrail system, most of the state's major medical facilities and a concentration of critical energy infrastructure including the Olympic pipeline located along the river in NW Portland.

Increased crude oil shipments to the Portland area have amplified the need for advanced HazMat and flammable liquid training. The NW Industrial area has nearly 600 bulk storage tanks with a combined capacity of over 300 million gallons. It is imperative that responders have training on how to appropriately take actions at incidents involving cargo tanks, intermodal portable tanks, freight vans, etc. and that they are proficient in hazard mitigation techniques for highway transportation incidents, transfer procedures, grounding and bonding and foam application for flammable liquid fires. The proposed courses will provide the crucial hands-on training necessary to prepare responders for these types of HazMat incidents.

Education

Portland residents are aware of the increasing quantity of hazardous substances transported through the urban area. As questions arise about public safety, the knowledge provided by this training will be used to educate and inform citizens about hazardous materials, what they can do to stay safe and how we can better protect them in the event of an incident. Knowledge will also be shared with the private sector through tabletop and hands-on exercises.

Upon request, the HazMat Team provides classes to neighborhood groups and private businesses. These classes range from 2-hour awareness briefings to 8-hour refresher courses and up to 3-day operations courses. As new skills are acquired through advanced training, course materials for external customers are updated as appropriate.

The PF&R HazMat Team Technicians and the Station 24 responders will coordinate with the PF&R Training Division to incorporate elements into ongoing PF&R training programs. At least three times each year PF&R conducts 40 hours of initial HazMat Operations and AWR-160 terrorism training. In addition to new recruit classes, this information is taught to students from allied response partner agencies such as: Environmental Protection Agency (EPA), Portland Bureau of Environmental Services (BES), Oregon Department of Environmental Quality (DEQ), Portland General Electric (PGE), Portland Police Bureau (PPB), Federal Bureau of Investigations (FBI), and Mount Hood College Environmental students.

Project management - Itemize the tasks and include a timetable

Highway Emergency Response Specialist (HERS) Training

Project Manager: Portland Fire & Rescue HazMat Training Lieutenant, Bryan Profit

Flammable Liquids Bulk Storage Specialty (FLBSS) Training

Project Manager: Portland Fire & Rescue Deputy Chief, Terry Munro

Timeline for both classes:

October 2015 – December 2015: Execute IGA with OSFM

December 2015 – February 2016: Confirm training dates, make travel/lodging arrangements

April 2016 – August 2016: Attend training (dates to be identified after grant award notification)

September 2016: Grant closeout

Grant Management:

PF&R finance and grant staff will ensure that funds are used in accordance with federal, state and local guidelines and that reports and requests for reimbursement are submitted in a timely fashion.

Objectives, project outcomes, results, and evaluation

Project Objectives:

- Enhance responder capabilities and safety practices when responding to HazMat/flammable liquid incidents and accidents including those that are transportation related and/or involve bulk storage units.
- Provide advanced training to all members of PF&R's State Regional HazMat Team 7 and Station 24 responders.
- Evaluate current practices and identify where skills acquired through training can create efficiencies.

Training Objectives:

The HERS training will provide both classroom and practical instruction in the following areas:

- Specific fundamentals and skills associated with HazMat/WMD related highway emergency responses.
- Technical information on cargo tanks, intermodal portable tanks, freight vans, design and construction, non-bulk packing, and compressed gas cylinders.
- Hazard mitigation techniques involving highway transportation incidents, transfer procedures, grounding and bonding, and safety considerations, including extensive hands-on practice of actions and responses to simulated HazMat/WMD incidents.

The FLBSS training will provide both classroom and practical instruction in the following areas:

- Industrial fire safety considerations
- Foam/water requirements for tanks, dikes and loading racks
- Foam operations
- Ground spills
- 3D spills and fires
- Exposure protection
- Monitoring operations
- Rim seal fire - internal and external floating roof
- Full surface fires - obstructed and unobstructed

Outcomes:

It is essential that PF&R continues to enhance its capabilities to serve the public and protect lives, property and the environment. The principals in these proposed classes will increase responder's capabilities to assess a scene faster and respond more efficiently to HazMat/flammable liquid incidents. This will result in reduced risk of injury to the public and first responders, as well as decreased impact on the environment and possible damage to critical infrastructure. Skills learned through this training will be assessed and applied to existing response protocols and to future trainings with our own personnel and our external and regional partners.

Justification, comments, and additional information

As the first responding agency in the most densely populated metropolitan area in Oregon, PF&R assumes the responsibility of continuously planning and training to standards that will be most effective in protecting lives, property and the environment. To achieve this PF&R must continue to learn new skills and create efficiencies in response protocols. Both of these classes will provide hands-on training that will be invaluable for responders when planning and preparing for transportation related HazMat/flammable liquid incidents.

In FY2014 PF&R faced budget cuts affecting 26 Firefighter positions. Those funds have yet to be restored in our upcoming budget. If Funding is not approved, PF&R will be facing decisions to cut approximately \$2.5 million from our existing personnel/programs. While these classes will provide essential training for specialized responses, PF&R does not have the training budget to attend.

EXHIBIT B

GRANT TERMS AND CONDITIONS

(aka Pipeline and Hazardous Materials Safety Administration
“Hazardous Materials Emergency Preparedness Grant Program,
Terms and Conditions”)

NOTE: The Hazardous Materials Emergency Preparedness Grant Program Terms and Conditions is paginated with an “B” preceding the page number. The following page numbers constitute Exhibit B, Hazardous Materials Emergency Preparedness Grant Program Terms and Conditions: B-1 – B-21

PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

Hazardous Materials Emergency Preparedness Grant Program

Catalog of Federal Domestic Assistance Program No. 20.703

**TERMS AND CONDITIONS
FISCAL YEAR 2015**

General Terms and Conditions of Award

This award by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) is made pursuant to Funding Opportunity Title: "2015 PHMSA HMEP GRANT" Funding Opportunity Number HM-HMP-15-002 and HM-HMP-15-003.

1. Effect of Award

The Recipient, which is the organization named in block 1 of the Notice of Grant Award (NGA), is legally responsible for, and accountable to PHMSA for the funds provided. By acceptance of this award, which is accomplished by the electronic signature of the authorized Recipient official shown in blocks 15 and 16 of the NGA, the Recipient agrees to comply with the terms and conditions detailed or referenced below.

The award may only be modified with the approval of the PHMSA Agreement Officer, or any PHMSA staff upon whom the authority is delegated to. See Section 23 for information on the process for requesting prior approval for amendments or modifications to the grant award.

If the Recipient materially fails to comply with the terms and conditions of this award, whether stated in full text herein or incorporated by reference, the Agreement Officer or designated representative may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 2 CFR part 200.

2. Award information

The total amount of funding is shown in block 11 of the NGA. The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by this award.

3. Incorporation of approved application by reference

The Recipient's application, including the narrative and budget as approved by PHMSA prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 2 CFR § 200.308 and any applicable requirements outlined in this document of terms and conditions, as well as any special terms and conditions in the remarks box of grant award. See Section 23 of this document for more information on the types of actions that require prior approval, and how requests should be submitted.

4. Governing statutes and regulations

The administration of this award by PHMSA and the Recipient will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5116 et seq.
- The regulations outlined at 49 CFR Part 110.
- 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
 - The Recipient must comply with 49 CFR part 20, "New Restrictions on Lobbying." 49 CFR part 20 is incorporated by reference in this award. 49 CFR part 20 is available at www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 20.
 - 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, or be subject to discrimination under any program or activity receiving Federal financial assistance.
 - The Recipient must comply with 49 CFR part 21, "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 is incorporated by reference into this award. 49 CFR part 21 is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 21.
 - The Recipient must comply with 49 CFR part 32, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR part 32 is incorporated by reference in this award. 49 CFR part 32 is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 32.
- No term or condition of this award is intended to require the Recipient to violate any applicable State, Territorial or Tribal law.

- The Recipient must immediately notify PHMSA of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Recipient's ability to perform the program in accordance with the terms of this award. The Recipient must also immediately notify PHMSA staff of any decision pertaining to the Recipient's conduct of litigation that may affect DOT interests.

5. 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:

- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- Any special terms and conditions of this award contained in Box 14 Remarks.
- General terms and conditions of this award.

6. General PHMSA responsibilities

Authorizing Official Agreement Officer (AO)

The AO is the individual who signed this award on behalf of PHMSA (NGA block 17) and is the PHMSA official with authority to obligate the Government to the expenditure of Federal funds under this award. The AO is:

Dr. Magdy El-Sibaie
 Associate Administrator for Hazardous Materials Safety
 U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration
 1200 New Jersey Avenue, SE, E21-316 Washington, D.C. 20590-0001
 Telephone: (202) 366-0656
 Fax: (202) 366-3753
 E-mail: magdy.el-sibaie@dot.gov

Point of Contact (POC) for inquiries

HMEP Grants Program:
HMEP.Grants@dot.gov
 (202) 366-1109

7. General recipient responsibilities

In accepting a PHMSA financial assistance award, the recipient assumes legal, financial, administrative,

and programmatic responsibility for administering the award in accordance with the laws, rules, and regulations governing grants and cooperative agreements, these general terms and conditions, and any special conditions included in this award.

The Recipient is responsible for monitoring grant, subaward, and contractual activities under this award to ensure compliance with Federal requirements and that performance objectives are being achieved.

The Recipient is required to advise subrecipients of requirements imposed on them by Federal laws, regulations, and the terms and conditions of this award. These include grant administrative requirements, audit requirements under 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Failure to comply with these requirements may result in suspension or termination of the award and PHMSA recovery of funds.

8. Recipient Project Director

The Recipient's Project Director (PD) is the individual designated by the recipient who is responsible for the technical direction of the project. The PD is considered a key person under this award and, pursuant to 2 CFR § 200.308(c), cannot be replaced or disengaged from the project for more than three months, without prior approval by PHMSA. See Section 23 of this document for more information on submitting prior approval requests.

Under the terms of this award, the recipient, through the Recipient's PD, is responsible for:

- Accomplishing the objectives and, tasks specified in the approved application within the approved budget amounts (Federal plus matching); and
- Providing required reports that are complete, accurate, and timely.

9. Recipient's Authorized Grantee Official

The Authorized Grantee Official is a person with the Recipient organization who has authority to legally and financially bind the organization. This is the individual listed in box 15 and 16 on the NGA. 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.

10. Required Registration in the System for Award Management

Per (Appendix A to 2 CFR part 25), the System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. SAM is part of an overall Integrated Acquisition Environment that brings together different Federal procurement data systems into a unified system, with the intention of reducing duplication and information technology costs, and to help create a more streamlined and integrated Federal acquisition process. Additional information about registration procedures may be found at the Internet Site (currently at

<https://www.sam.gov/>).

The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Unless exempted from this requirement under 2 CFR § 25.110, the recipient must maintain the information in SAM until the final financial report required under this award is submitted or the Recipient receives the final payment, whichever is later. This requires that the Recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

If the Recipient is authorized to make subawards under this award, it must:

1. Notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. Not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

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

In accordance with 2 CFR § 200.212 the Recipient and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The Recipient must also comply with 2 CFR part 1200, "Nonprocurement Suspension and Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions.

Before entering into a subaward or contract under the grant, the Recipient must verify that the entity/individuals are not excluded or disqualified from participation in Federal non-procurement or procurement programs. This can be done by:

- Performing a search (previously performed in the Excluded Parties List System (EPLS) by checking for Active Exclusions on the SAM website located at <https://www.sam.gov/>;
- Collecting a certification from that entity/individual; or
- Adding a clause or condition to the covered transaction with that entity/individual.

The Recipient must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with subpart C of the OMB guidelines in 2 CFR part 180, as supplemented by 2 CFR part 1200.

The Recipient must inform PHMSA when the Recipient suspends or debars a contractor or subrecipient.

12. Financial Management and Internal Controls

The Recipient's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

In accordance with 2 CFR § 200.302 and 2 CFR § 200.303 the Recipient's financial management system must provide for the following:

- Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR § 200.327 Financial reporting and § 200.328 Monitoring and reporting program performance.
- Records that identify the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. For more information see § 200.303 Internal controls.
- Comparison of expenditures with budget amounts for each Federal award.
- Written procedures to implement the requirements of § 200.305 Payment.
- Written procedures for determining the allowability of costs in accordance with 2 CFR part 200 Subpart E—Cost Principles and the terms and conditions of this Federal award.

13. Payment

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Recipients must comply with all provisions located 2 CFR § 200.305 reflecting payment of grant funds from a Federal agency. The Recipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR § 200.302.

Payments for allowable costs to Recipients may be withheld during the period of performance if:

(a) The Recipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(b) The Recipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."

While separate depository accounts for grant funds are not required, the Recipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(c) The Recipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Delphi eInvoicing System

Each payment request must be made electronically via the Delphi eInvoicing System. Payments will be made after receipt of required modal reporting forms.

The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

Grant Recipient Requirements

Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system.

Grantees must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.

System User Requirements

Grantees should contact PHMSA directly to sign up for the system, if they do not currently have a vendor account. PHMSA will provide the grantee's name and email address to the DOT Financial Management Office. The DOT will then invite the grantee to sign up for the system.

The DOT will send the grantee a form to verify the grantee's identity. The grantee must complete the form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100

PO Box 25710
Oklahoma City, OK 73125

The DOT will validate the form and email a user ID and password to the grantee. Grantees should contact PHMSA's Hazmat Grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT invoicing website (<http://www.dot.gov/cfo/delphi-invoicing-system.html>)

Supporting Documentation for Payment Requests

Recipients of HMEP grant funds who request reimbursement payment must access the Delphi system and attach a completed and correct SF-270.

Recipients designated as *high-risk* in the special terms and conditions contained in Box 14, Remarks will be required to submit supporting documentation for each requested payment. Supporting documentation may include accounting records, payroll records, travel receipts, subgrant agreements, invoices or other receipts, depending on the object class that is requested.

For all other Recipients, supporting documentation is to be kept on file according to the Recipients internal controls that comprise the grants management and financial management policies and procedures. These documents will be reviewed during the course of monitoring including site visits and desk reviews.

Regardless of risk level, PHMSA reserves the right to request supporting documentation upon receipt of payment requests.

During the normal course of monitoring, PHMSA will perform periodic "spot check" desk reviews of payments and request supporting and/or back-up documentation associated with reimbursement payments. Recipients must comply with these requests for information in a timely manner or may face a delay in receiving future payment.

14. Allowable costs

The allowability of costs incurred by the Recipient will be determined using the OMB cost principles located at 2 CFR Part 200 – Subpart E.

15. Pre-Award Costs

In accordance with 2 CFR § 200.308, Recipients may incur project costs within 90 calendar days before the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the PHMSA makes the award are at the recipient's risk (i.e., PHMSA is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).

16. Flow-Down of Requirements under Subawards

The requirements of this award that apply to the Recipient also apply to subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified.

In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

17. Matching requirement

Per 49 U.S.C § 5116 (e) The Recipient must provide 20 percent of the allowable direct and indirect planning and training costs of activities covered under this award from non-Federal sources. Recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR § 110.60. Matching costs and contributions also must meet the requirements of 2 CFR § 200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds.

Recipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during PHMSA's regular monitoring schedule of grants. A lack of documentation for the statutory requirements may result in the Recipient being designated high-risk, placed on a corrective action plan, or the recovery of disallowed costs.

Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Recipients of HMEP awards under 49 U.S.C. § 5116(a)(2)(A) and (b)(2)(A) and 49 CFR § 110.30(b) (2) and (c)(2).

18. Financial reporting requirements

Mid-year financial report

Each Recipient is required to submit a mid-year Federal Financial Report (SF-425) to report the status of funds in the approved budget following the quarter ending on March 31, 2016. This report is cumulative. The mid-year report is due no later than 30 days after the end of the reporting quarter. For FY15 HMEP grant awards the mid-year financial report due date will be April 30, 2016.

Each Federal Financial Report (FFR) is required to be submitted through Grant Solutions. Recipients are no longer required to submit individual FFRs for Planning and Training. The Training and Planning costs are to be combined in the FFR. However, under the remarks section (Box 10), Recipients must list the total Federal share for both Planning and Training.

19. Final Report Requirements

The HMEP Final Report is comprised of three components. Each is required to be submitted within 90

days of the period of performance end date. The three components of the final report are as follows:

I. The Final Federal Financial Report (FFR), SF-425.

The Final FFR must be used to complete financial reporting for the FY15 grant period. A final FFR should be submitted in Grant Solutions within 90 days of the period of performance end date. Only one Final FFR is to be submitted in Grant Solutions. Recipients are no longer required to submit individual FFRs for Planning and Training. The Training and Planning costs are to be combined in the FFR. However, under the remarks section (Box 10), Recipients must list the total Federal share for both Planning and Training. When completing the Final FFR, Recipients should note that:

- The final amount listed on the Final FFR should match the final amount listed on the Final SF-270, Request for reimbursement.
- There should be no cash on hand listed or unliquidated obligations listed on the Final FFR.

II. HMEP Grant Accountability Questions

Grantees must respond to questions regarding grant-related activities that took place during the period of performance. These questions are divided between two parts, the Report on Authorized Expenditures and the Report on HMEP Grant Accomplishments. PHMSA Hazmats Grants Division staff will email this document to the grantees near the end of the project period.

The HMEP Grant Accountability Questions are to be answered and submitted along with the Final Program narrative to the HMEP Inbox – HMEP.grants@dot.gov.

III. The HMEP Final Program Narrative

The narrative portion of the final report allows the grantee to detail the hazardous materials emergency preparedness Planning and Training activities that were performed during the budget and funded with HMEP grant monies.

The HMEP Final Program Narrative is to be completed and submitted along with the HMEP Grant Accountability Questions to the HMEP Inbox – HMEP.grants@dot.gov.

Summary of Final Report due dates and place of submission:

1. Final FFR – Within 90 days of the end of the period of performance.
Submitted in [GrantSolutions](#).
2. HMEP Grant Accountability Questions – Within 90 days of the end of the period of performance.
Submitted to HMEP.grants@dot.gov
3. HMEP Final Program Narrative - Within 90 days of the end of the period of performance.
Submitted to HMEP.grants@dot.gov (along with the HMEP Grant Accountability Questions)

Note: Within 30 days prior to the period performance end date, PHMSA Hazmat Grants Division will

email Recipients with a reminder and provide the template for the HMEP Grant Accountability Questions.

Requests for extension for reporting and effect of late reporting

A request for extension of the due date for a bi-annual report must be made in writing to PHMSA no later than 30 days before the end of the reporting period. The request must include the reason for the request and the requested due date. A request for extension of the due date for a final report must be made in writing by the Recipient's Authorized Official to the HMEP email box no later than 30 days before the end of the performance period. The request must include the reason for the request and the requested due date. Approval is not automatic.

Failure to provide required reports by the due dates specified above or any extended due date approved by PHMSA may result in a delay in processing payment requests, delay in the award of new funding, or, as appropriate, an enforcement action.

20. Subaward Requirements

Recipients of HMEP funds must adhere to the requirements outlined at 2 CFR § 200.330 Subrecipient and contractor determinations and 2 CFR § 200.331 Requirements for pass-through entities.

The Recipient must make the proper distinction between contract and a subaward as required by § 200.330.

Subaward - A subaward is for the purpose of carrying out a portion of a Federal award. See 2 CFR § 200.92 Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

1. Determines who is eligible to receive what Federal assistance;
2. Has its performance measured in relation to whether objectives of a Federal program were met;
3. Has responsibility for programmatic decision making;
4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Contract - A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See 2 CFR § 200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

1. Provides the goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the Federal program; and

5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

Subaward Management

As outlined at 2 CFR § 200.331 If the Recipient is acting as a pass-through entity, it must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes all relevant information required by 2 CFR § 200.331. This includes:

- (1) All applicable subaward information required by 2 CFR § 200.331(a)(1)
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
- (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis indirect cost rate as defined in 2 CFR § 200.414 Indirect (F&A) costs.
- (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR § 200.331.
- (6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:

- (1) The subrecipient's prior experience with the same or similar subawards;

- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR part 200 Subpart F—Audit Requirements, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and performance reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters;
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by 2 CFR part 200 Subpart F—Audit Requirements of part 200 when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501 Audit requirements.
- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.338 Remedies for noncompliance.

21. Reporting Subawards and Executive Compensation

Reporting of first-tier subawards

Unless you are exempt as provided by Federal law, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity.

Where and when to report:

You must report each obligating action described in the previous paragraph of this award term to <http://www.fsrs.gov>.

For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2015, the obligation must be reported by no later than December 31, 2015.)

What to report:

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

Reporting Total Compensation of Recipient Executives

Applicability and what to report:

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

- i. The total Federal funding authorized to date under this award is \$25,000 or more;
- ii. In the preceding fiscal year, you received-
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); 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/excomp.htm>)

Where and when to report:

You must report executive total compensation described in the paragraph entitled "Applicability and what to report" for recipient executives of this award term:

- As part of your registration profile at <https://www.sam.gov/portal/SAM/>.
- By the end of the month following the month in which this award is made, and annually thereafter.

22. Procurement

Recipients are to follow the procurement requirements at 2 CFR § 200.317 - Procurement by states. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions.

Recipients of HMEP funds must be aware of the procurement requirements required by the State and have documented policies and procedures to ensure compliance with these requirements. PHMSA grants staff may request these policies and procedures to ensure Recipients are following state procurement requirements as part of the overall monitoring process.

23. Changes to the approved application and budget (prior approval actions)

The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It must be related to performance for program evaluation purposes whenever appropriate. Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from PHMSA for budget and program plan revisions, in accordance with this section.

Recipients must request prior approvals from PHMSA for the following program or budget-related reasons:

1. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
2. Request for approval to engage in programmatic activities that were not detailed in the budget narrative and project narrative.

3. Change in a key person specified in the application or the Federal award (the project director).
4. The disengagement from the project for more than three months by the approved project director or principal investigator.
5. Unless described in the application and funded in the approved awards, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in 2 CFR § 200.332 Fixed amount subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
6. A request for a one-time extension of the period of performance by up to 12 months. For one-time extensions, the recipient must notify PHMSA in writing with the supporting reasons, the amount of funds unobligated and revised period of performance, at least 30 calendar days before the end of the period of performance specified in the Federal award. The request for extension must be signed or endorsed by an official with authority within the Recipient organization. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from PHMSA. Requests for extension are to be submitted through the HMEP mailbox.
7. The transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold (\$150,000) and/or the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by PHMSA. No transfer is allowable that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. Any request for re-budgeting must be accompanied by a revised SF-424A budget and budget narrative.

Submission of Prior Approval

Prior approvals are to be submitted through either the Grants Portal or the HMEP mailbox depending on the type of request.

Prior approval requests to be submitted through the Grants Portal

https://hazmatgrants.phmsa.dot.gov/activity_request.asp

- Activity Requests for activities that were not detailed in the approved HMEP application
- Activity Requests for or modification of activities (change in scope)
- Activity Requests for rebudgeting (generally accompanied with modification of activities)
- Activity Request for subawarding, or contracting any work under the Federal award, not specifically listed in the application

Prior approval requests submitted through the HMEP mailbox (hmep.grants@dot.gov):

- Request to change project director (point of contact)
- Request for disengagement of project director (point of contact) for more than 3 months
- Request for a no-cost extension of up to 12 months

No-Cost Extension Requests

As allowed for in 2 CFR § 200.308, PHMSA will allow grantees to request a no-cost extension of up to 12 months. This is provided that the grantee:

1. Has an unobligated balance sufficient to carry out the proposed activities
2. Has developed a timeline for carrying out the proposed allowable activities
3. Has the capacity, both programmatically and financially, to manage multiple HMEP fiscal year awards simultaneously

Extension Requests must be submitted to the HMEP mailbox and include:

1. **The duration of extension requested.** Grantees may request between one and twelve months. The date should be sufficient to complete the proposed activities. Do not request one month if it may take three months to complete. Any activities that take place beyond the extended period of performance will be deemed unallowable. Extension requests beyond 12 months will not be considered. Grantees must provide the proposed end date of the project period.
2. **Justification for the need of an extension.** Grantees must provide the reason the extension is needed (i.e. delays in awarding sub grants, staff turnover, poor weather, state budget constraints, etc.).
3. **Summary and timeline of extension activities.** Grantees must submit a brief summary and timeline of events that will take place during the extension period.

Any activities that were not included in the approved budget must follow the prior activity request approval process. These are to be submitted once the extension is approved.

A revised Notice of Grant Award will be issued if the extension is approved. The grantee must electronically accept the revised NGA in Grant Solutions.

This guidance is effective July 1, 2015 for all HMEP grantees. Extension submissions for FY15 HMEP awards may be submitted as early as July 1, 2016 and no later than August 30, 2016.

PHMSA Reply to Prior Approval Requests

- Within 30 calendar days from the date of receipt of the request for budget revisions, PHMSA must review the request and notify the recipient whether the budget revisions have been approved. If the

revision is still under consideration at the end of 30 calendar days, PHMSA must inform the recipient in writing of the date when the recipient may expect the decision.

24. Special Terms and Conditions

As a result of the application review and risk assessment PHMSA may include special terms and conditions in box 14 (remarks) that may supersede the general terms and conditions, in accordance with 2 CFR § 200.207 Specific conditions.

Box 14 Remarks of the NGA may include conditions that must be fulfilled before Recipients may request repayment. Recipients are reminded to check Box 14 for special terms and conditions and submit any outstanding required items.

25. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the Recipient or subrecipients, respectively, unless otherwise specified under 2 CFR § 200.313 Equipment or the special terms and conditions of the grant award.

26. 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:

- The copyright in any work developed under a grant, subaward, or contract under a grant or subaward; and
- Any rights of copyright to which a Recipient, subrecipient or a contractor purchases ownership with grant support.

27. Audit requirements

As required by 2 CFR § 200.501 Audit requirements, Recipients that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the regulation. Recipients are expected to review and fully comply with the audit requirements formerly located at A-133 and now located at 2 CFR part 200, Subpart F.

28. Record retention and access to records

The Recipient must comply with 2 CFR § 200.333 Retention requirements for records and 2 CFR § 200.336 Access to records.

PHMSA, the Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers,

or other records of the Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents.

PHMSA, through its staff or authorized representatives, may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Recipient, the Recipient must provide reasonable facilities and assistance to PHMSA representatives in the performance of their duties.

PHMSA, through its authorized representatives, may request a desk audit, at reasonable times, to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Recipient is required to provide, electronically or via postal service, all records requested by PHMSA representatives. All desk audits and reviews will be performed in a manner to not unduly delay work activity under the award.

If PHMSA requires access to the records of a subrecipient or contractor under the grant, whether a part of a site visit or for another type of review, PHMSA will coordinate the request with the Recipient.

All site visits and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Recipient, subrecipient, or contractor.

29. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran Owned, and HubZone Area Firms

In keeping with 2 CFR§ 200.321 the Recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

DOT's policy is to award a fair share of contracts to small minority business, women-owned, veteran-owned and HubZone firms. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under DOT grants or cooperative agreements.

The Recipient and any subrecipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. The Recipient shall include this award term in all subawards.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran- owned

and HUB Zone business firms are solicited whenever they are potential sources;

- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the DOT Office of Small and Disadvantaged Business Utilization, as appropriate.

30. 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 government-owned, 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.

31. Texting While Driving

In accordance with Executive Order, 13513, recipients, subrecipients, and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

32. Information Collection

Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Recipient is prohibited from representing to

its respondents that information is being collected for, or in association with, the Federal government unless the Recipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR part 1320 must be followed. However, nothing in this award requires Recipients to collect information on PHMSA's behalf or to obtain PHMSA approval of any information collection a Recipient might deem necessary under this award.

33. 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 telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General
1200 New Jersey Avenue, SE West Bldg. 7th Floor
Washington, DC 20590
Phone: 1.800.424.9071

Email: hotline@oig.dot.gov

Web: <http://www.oig.dot.gov/Hotline>

EXHIBIT C
REQUEST FOR REIMBURSEMENT (RFR)

**HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT
REQUEST FOR REIMBURSEMENT**

Agency: _____

Address: _____

Contact: _____

Phone: _____ Email: _____

Fed. Tax ID #: _____ IGA #: _____

Project Title: _____

Period Covering: _____

Budget Category	Expenses Paid This Period	Cumulative Expenses to Date	Project Budget
Travel	\$	\$	\$
Equipment	\$	\$	\$
Supplies	\$	\$	\$
Contractual	\$	\$	\$
Other:	\$	\$	\$
Other:	\$	\$	\$
Total Expenditures	\$	\$	\$
	\$	\$	\$
Grant Funds Requested	\$	\$	\$

Prepared by: _____ Title: _____

Signature of Authorized Signer: _____ Title: _____

Note: Please refer to the budget submitted in the original grant application.

All expenditures must have adequate supporting documentation.

Mail to: Oregon State Police, Office of State Fire Marshal, Attn: Sue Otjen, 4760 Portland Rd. NE, Salem, OR 97305
For questions, contact Sue Otjen at sue.otjen@state.or.us or 503-934-8227

EXHIBIT D

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

During the performance of this Agreement, the Subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:**

The Subrecipient shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:**

The Subrecipient, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix D of the Regulations.

3. **Solicitation for contractors, including procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under a contract, including procurements of materials or leases of equipment, each potential contractor or supplier shall be notified by the Subrecipient of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports:**

The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Oregon or the Pipeline and Hazardous Materials Safety Administration (PHMSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the Subrecipient shall so certify to the State of Oregon or the Pipeline and Hazardous Materials Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:**

In the event of the Subrecipient's noncompliance with nondiscrimination provisions of this Agreement, the State of Oregon shall impose sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Subrecipient under the Agreement until the Subrecipient complies; and/or
- (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions:**

The Subrecipient shall include the provisions of paragraphs (1) through (6) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any contract or procurements as the State of Oregon or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a contract or supplier as a result of such direction, the Subrecipient may request the State of Oregon to enter into such litigation to protect the interests of the State of Oregon, and in addition, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT E

SUBCONTRACTOR INSURANCE REQUIREMENTS.

General.

PF&R shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between PF&R and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. PF&R shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, PF&R shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. PF&R shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall PF&R permit a contractor to work under a Subcontract when the PF&R is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the PF&R directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Types And Amounts.

1. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.
2. PROFESSIONAL LIABILITY. Not required by OSFM.
3. COMMERCIAL GENERAL LIABILITY.
 - 3.1 Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the Agency:
 - 3.2 Bodily Injury, Death and Property Damage:
 - \$4,096,600 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
4. AUTOMOBILE LIABILITY INSURANCE.
 - 4.1 Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the Agency:

4.2 Bodily Injury, Death and Property Damage:

\$4,096,600 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

5. POLLUTION-LIABILITY. Not required by OSFM.
6. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
7. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and PF&R's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
8. NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to PF&R before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
9. CERTIFICATE(S) OF INSURANCE. PF&R shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

APPENDIX I

Information required by 2 CFR § 200.331(a)(1)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): City of Portland/Portland Fire & Rescue
- (ii) Subrecipient's DUNS number: 054971197
- (iii) Federal Award Identification Number (FAIN): HMMHP0500150100
- (iv) Federal Award Date: 9/23/2015
- (v) Sub-award Period of Performance Start and End Date: From October 1, 2015 to September 30, 2016
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$48,672.00
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$48,672.00
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$48,672.00
- (ix) Federal award project description: Portland Fire & Rescue Hazardous Materials Training
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: USDOT – Pipeline and Hazardous Material Safety Administration
 - (b) Name of pass-through entity: Oregon State Police, Office of State Fire Marshal
 - (c) Contact information for awarding official of the pass-through entity: sue.otjen@state.or.us
- (xi) CFDA Number and Name: 20.703 Interagency Hazardous Materials Public Sector Training and Planning Grants
 Amount: \$48,672.00
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0%