GRANT AGREEMENT

BETWEEN

LEON COUNTY
301 South Monroe Street
Leon, FL 32301

AND

THE U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION
1200 New Jersey Avenue, SE, E22-229
Washington, D.C. 20590-0001

CONCERNING

"Technical Assistance Grants Program"

Agreement No.: DTPH56-10-G-PHPT06

Total Amount of the Grant Agreement: $50,000.00

Government Funds Obligated: $50,000.00

PHMSA Line of Appropriation:
5172A10DA0/2010/50D0201000/PSGRT03030/41050 $50,000.00 PR# *956-10-6028*

Authority: This agreement is entered into between the United States of America, represented by the U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), and Leon County, pursuant to and under the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006, Section 5, codified at 49 U.S.C. §60130, Technical Assistance Grants (TAG) Program.

LEON COUNTY	U.S. DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION (PHMSA)
Signature	Signature Warren D. Osterberg Contracting Officer
Name and Title	SEP 24 2010 Date
Date	SEP 30 2010 Effective Date

4

TABLE OF CONTENTS

Article I. Award Information 3
Section 1.01 Recipient Information 3
Section 1.02 Awarding Agency Information 3
Section 1.03 Basic Award Information 3
Article II. Background 3
Section 2.01 Background 3
Section 2.02 Statement of Purpose 4
Section 2.03 Specific Objective(s) of the Agreement 4
Article III. Expected Program Outputs 4
Article IV. Deliverables 4
Article V. Dissemination of Technical Findings 4
Article VI. Delineation of Tasks/Deliverables 4
Section 6.01 Incorporation of Recipient 's Application 4
Article VII. Agreement Officials 4
Agreement Officer (AO) 5
Agreement Administrator (AA) 5
Grant Officer's Technical Representative (GOTR) 5
Principal Investigator (PI) 5
Article VIII. Terms and Conditions 5
Article IX. Special Terms and Conditions 5
Section 9.01 Modifications 5
Section 9.02 Travel 6
Article X. Reports 6
Section 10.01 Final Report 6
Section 10.02 Federal Financial Report 6
Article XI. Consideration and Payment 6
Section 11.01 Request for Advance/Reimbursement 6
Article XII. Attachments 6

Article I. Award Information

Section 1.01 Recipient Information

Leon County
301 South Monroe Street
Leon, FL 32301
DUNS: 193730645
EIN/TIN: 59-6000708

Primary Contact: Parwez Alam, ALAMP@LEONCOUNTYFL.GOV , (850) 606-5300

Section 1.02 Awarding Agency Information

U.S. Department of Transportation (US DOT)
Pipeline and Hazardous Materials Safety Administration (PHMSA)
1200 New Jersey Avenue, SE
Room E22-305
Washington, D.C. 20590

Primary Contact: Maria Munoz, maria.munoz@dot.gov, (202) 366-5513

Section 1.03 Basic Award Information

Funding Opportunity Title: "Technical Assistance Grants (TAG) to Communities Program"
Funding Opportunity Number: DTPH56-10-SN-0002
CFDA Number: 20.710
Award Type: Grant Agreement
Award Number: DTPH56-10-G-PHPT06
Project Title: Leon County High Pressure Pipeline Location Project.
Project Period: Twelve (12) months from the effective date of award.
Grant Amount: $50,000.00

Article II. Background

Section 2.01 Background

Experience shows that informed communities play a vital role in the safety and reliability of pipeline operations. The Technical Assistance Grants (TAG) program, first authorized in the Pipeline Safety Improvement Act of 2002 (Pub. L. 107-355, codified at 49 U.S.C. 60130), offers new opportunities to strengthen the depth and quality of public participation in pipeline safety matters. Section 9 of the Act, titled: "Pipeline Safety Information Grants to Communities" authorized the Secretary of Transportation to make grants to local communities and organizations for technical assistance relating to pipeline safety issues. The TAG program was then amended by Section 5 of the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006. This is the second year in which PHMSA has received appropriations to fund the grant program.

These grants will allow communities and groups of individuals to obtain funding for technical assistance in the form of engineering or other scientific analysis of pipeline safety issues and help promote public participation in official proceedings. For purposes of grants eligibility, local communities are defined as cities, towns, villages, counties, parishes, townships, and similar governmental subdivisions, or consortiums of such subdivisions. A nongovernmental group of

individuals is eligible for a grant under the TAG program if its members are affected or potentially affected by pipeline safety issues.

Section 2.02 Statement of Purpose
The U.S. Department of Transportation (DOT), through the Pipeline and Hazardous Materials Safety Administration (PHMSA), awards grants fund technical assistance in the form of engineering or other scientific analysis of pipeline safety issues affecting a local community.

Section 2.03 Specific Objective(s) of the Agreement
Under this grant award the Enhance the accuracy of GIS data pertaining to high-pressure pipelines in Leon County.

Article III. Expected Program Outputs

Under the terms of this agreement, the Recipient must demonstrate completion of the work through the actions it has specified in its Application.

- *Leon County will contract with TLCGIS to enhancing the accuracy of the location data of the high-pressure pipelines in Leon County;*
- *The TLCGIS will utilize existing data from a variety of sources including official*
- *property record files, existing GIS files and field data compilation;*
- *GPS technology will be utilized in acquiring positional location of all available physical indicators for actual pipeline locations; and*
- *The TLCGIS will secure services of a licensed and registered surveyor to gain access to otherwise inaccessible land and to assist in providing support services in enhancing the location data for each pipeline.*

Article IV. Deliverables

The Recipient must submit the following reports:

- Final Report; and
- Federal Financial Report.

Additional information about the reporting requirements is in Article IX, Reports.

Article V. Dissemination of Technical Findings

The Recipient must make available any technical findings to the relevant operators in the Recipient's area and have open communication with local operators, local communities and other interested parties.

Article VI. Delineation of Tasks/Deliverables

Section 6.01 Incorporation of Recipient 's Application
The Recipient's application and Project Plan dated **January 24, 2010** is incorporated by reference into this Agreement.

The Recipient is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and performing the tasks and the deliverables outlined in the Recipient's Project Plan.

Article VII. Agreement Officials

Refer to the Award Terms and Conditions (Attachment 1), Section 1, for a detailed description of each official's responsibilities below.

Agreement Officer (AO)
Mr. Warren D. Osterberg
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Contracts and Procurement, PHA-30
1200 New Jersey Avenue, SE, E22-103
Washington, D.C. 20590
Telephone: (202) 366-6942
Fax: (202) 366-7974 E-mail: Warren.Osterberg@.dot.gov

Agreement Administrator (AA)
Ms. Maria Munoz
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Contracts and Procurement, PHA-30
1200 New Jersey Avenue, SE, E22-305
Washington, D.C. 20590
Telephone: (202) 366-5513
Fax: (202) 366-7974 E-mail: maria.munoz@dot.gov

Grant Officer's Technical Representative (GOTR)
Mr. Sam Hall
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Pipeline Safety, PHP-20
2180 Adventure Lane
Maidens, VA 23102
Telephone: (804) 556-4678
Fax: (804) 556-3183 E-mail: Sam.Hall@dot.gov

Principal Investigator (PI)
Mr. Parwez Alam
Leon County
301 South Monroe Street
Leon, FL 32301
Telephone: (850) 606-5300
Fax: (850) 606-5302 E-mail: ALAMP@LEONCOUNTYFL.GOV

Article VIII. Terms and Conditions

The Recipient must comply with and spend funds consistent with all the terms and conditions of this award, including the Award Terms and Conditions in **Attachment 1** and any other terms and conditions spelled out in this document. Attachment 1, Award Terms and Conditions is incorporated into this Agreement.

Article IX. Special Terms and Conditions

Section 9.01 Modifications

Modifications to this Grant Agreement may be made only in writing, signed by both the Recipient and the Agreement Officer, and specifically referred to as a modification to this Grant Agreement.

Section 9.02 Travel
Any travel necessary to carry out the objectives of this agreement must use the most economical form of transportation available. All travel is to be scheduled sufficiently in advance, to the extent practicable, to take advantage of offered discount rates. Travel and Per Diem authorized under this agreement must be incurred in accordance with the Government Travel Regulations currently in effect. Current per diem rates are listed at: http://www.gsa.gov/perdiem.

Article X. Reports

Section 10.01 Final Report
At the end of the grant period, the Recipient must deliver a letter-type final report to the GOTR and the AA that describes the results of all activities undertaken as a result of this grant. The report to PHMSA must demonstrate completion of the work as outlined in the grant agreement.

This report must be submitted to the GOTR and the AA in electronic form via e-mail no later than 90 day after the end of the period of performance.

Section 10.02 Federal Financial Report
At the end of the grant period, the Recipient must submit a Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). This report must be submitted to the AA in electronic form via e-mail no later than 90 day after the end of the period of performance.

Article XI. Consideration and Payment

Section 11.01 Request for Advance/Reimbursement
Subject to the requirements in 49 CFR 18 being met (refer to Award Terms and Conditions, Section 14, "Payments") payments will be made after receipt of "Request for Advance or Reimbursement," SF-270. Each request must be submitted in an original to the AA, one copy to the GOTR and one copy to the Payment Office listed below:

U.S. Department of Transportation
Federal Aviation Administration, MMAC
Financial Operations, AMZ-160
P.O. Box 269039
Oklahoma City, OK 73126-9039
Attn: Ms. Margaret Gorman
(405) 954-7468

All Recipients must be registered in the Central Contractor Registration (CCR) to receive payments on their invoices. For information on how to register, visit **www.ccr.gov**.

See Attachment 1 "Award Terms and Conditions" for additional payment requirements.

Article XII. Attachments
Attachment 1 - DTPH56-10-G-PHPT06 - Award Terms and Conditions

4

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

Financial Assistance Awards to State and Local Governments
Award Terms and Conditions

Table of Contents

1. Definitions 2
2. Recipient Responsibilities 2
3. Compliance with Award Terms and Conditions 2
4. Order of Precedence 2
5. Uniform Administrative Requirements 3
6. Federal Cost Principles 3
7. Audit Requirements 3
8. Restrictions on Use of Funds for Lobbying or in Support of Litigation 3
9. Nondiscrimination 4
10. Governmentwide Debarment and Suspension (Non-procurement) 4
11. Drug-Free Workplace 4
12. Office of the Senior Procurement Executive (OSPE), FAGM 4
13. Treasury Circular No. 1075, (31 CFR 205) 4
14. Payments 5
15. Adherence to Original Project Objectives and Budget Estimates 6
16. Prior Approvals 7
17. Contracting with Small and Minority Firms 7
18. Seat Belt Use Policies and Programs 8
19. Financial Assistance Policy to Ban Text Messaging While Driving 8
20. Rights in Technical Data 9
21. Notice of News Releases, Public Announcements, and Presentations 9
22. Violation of Award Terms 9
23. Fraud, Waste, or Abuse 9

1. **Definitions**
   a) **Recipient** – An organization receiving financial assistance directly from Federal awarding agencies to carry out a project or program.
   b) **Grant Officer (GO)** – The GO has full authority to negotiate, administer, and execute all business matters of the award. Further, should any changes to the scope, budget, schedule, or any other terms of the agreement become necessary, only the GO has the authority to amend the award.
   c) **Grant Administrator (GA)** – The GA is responsible for the daily administration of the award. The GA is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
   d) **Grant Officer's Technical Representative (GOTR)** – The GOTR assists in monitoring the work under the award. The GOTR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The GOTR is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligate the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
   e) **Principal Investigator (PI)** – The PI is the individual designated by the Recipient and approved by PHMSA who is responsible for the technical direction of the project. The PI cannot be changed or become someone substantially less involved than was indicated in the Recipient's proposal, without prior written approval of the Grant Officer.

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

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

3. **Compliance with Award Terms and Conditions**
   Submission of a signed Request for Advance or Reimbursement (payment request) form constitutes the Recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award.

4. **Order of Precedence**
   Any inconsistency or conflict in the terms and conditions specified in this Grant shall be resolved according to the following order of precedence:
   a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this Grant.
   b) Terms and Conditions of this Grant.

NOTE: OMB Circulars are available at: www.whitehouse.gov/omb/circulars.

5. **Uniform Administrative Requirements**
49 CFR 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" establishes administrative standards to ensure consistency among recipients of Federal awards. These include financial and program management, property and procurement standards, cost-sharing or matching, and reporting and record retention.

OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments", as adopted by DOT in 49 CFR 18, is incorporated by reference into this award.

49 CFR 18 is available at: http://www.dot.gov/ost/m60/grant/49cfr18.htm.

6. **Federal Cost Principles**
PHMSA will determine if costs incurred by a Recipient are allowable in accordance with the applicable statutory limitations, Federal cost principles and terms and conditions of the award.

State and Local Governments are subject to the provisions of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," codified in 2 CFR 225.

OMB Circular A-87, codified in 2 CFR 225, is incorporated by reference into this award.

2 CFR 225 is available at: http://www.whitehouse.gov/omb/circulars/a087/a87_2004.pdf.

7. **Audit Requirements**
OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations," includes specific guidance for conducting financial and compliance audits. The threshold for requiring an A-133 audit is $500,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources.

OMB Circular A-133 is incorporated by reference into this award.

OMB Circular A-133 is available at:
http://www.whitehouse.gov/omb/assets/omb/circulars/a133/a133.pdf.

8. **Restrictions on Use of Funds for Lobbying or in Support of Litigation**
The Recipient may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 225– "Lobbying", within the Federally-supported project. The Recipient may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient must comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions on Lobbying." Also, under 49 U.S.C. 60134 (g) the Recipient is prohibited from using funds provided under this agreement in direct support of litigation.

49 CFR 20 is incorporated by reference into this award.

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

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

49 CFR 21 is incorporated by reference into this award.

49 CFR 21 is available at: http://www.dot.gov/ost/m60/grant/regs.htm.

10. **Governmentwide Debarment and Suspension (Non-procurement)**
The Recipient must review the "list of parties excluded from federal procurement or non-procurement programs" located on the Excluded Parties List System (EPLS) website: http://www.epls.gov/ before entering into a sub-award.

The Recipient must comply with the provisions of EO 12549, "Debarment and Suspension."

2 CFR Part 1200 is incorporated by reference into this award.

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

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

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

49 CFR 32 is incorporated by reference into this award.

49 CFR 32 is available at www.gpoaccess.gov by clicking on: 49 CFR Part 32.

12. **Office of the Senior Procurement Executive (OSPE), Financial Assistance Guidance Manual (FAGM)**, March 2009. **FAGM** is incorporated by reference into this award.

FAGM is available at:
http://www.dot.gov/ost/m60/Financial_Assistance_Management_Home/Financial_Assistance_Guidance_Manual.pdf.

13. **Treasury Circular No. 1075, "Regulations Governing Withdrawal of Cash From the Treasury for Advances Under Federal Grant and Other Programs (31 CFR 205)"**
Treasury Circular No. 1075 is incorporated by reference into this award. This Circular can be found in Appendix 1 of Volume 1, Part 6, Chapter 2000 of the Treasury Financial Manual at: http://fms.treas.gov/tfm/vol1/v1p6c200.txt.

14. Payments

Payment to a Recipient will be made in advance, provided the Recipient maintains or demonstrates in accordance with 49 CFR 18.21 the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee. If this item is not met, payment will be made by reimbursement.

Reimbursement/Advance payments will be made after the receipt of "Request for Advance or Reimbursement," Standard Form SF-270. Each request must be submitted in an original to the AA, one copy to the GOTR and one copy to the Payment Office listed below:

U.S. Department of Transportation
Federal Aviation Administration, MMAC
Financial Operations, AMZ-160
P.O. Box 269039
Oklahoma City, OK 73126-9039
Attn: Ms. Margaret Gorman
(405) 954-7468

a) Method of payment.
   i) The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
   ii) If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
      (a) Accept payment by check or some other mutually agreeable method of payment; or
      (b) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).
b) Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the Central Contractor Registration (CCR) database. If the EFT information changes, the Recipient is responsible for providing the updated information to the CCR database.
c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
d) Suspension of payment. If the Recipient's EFT information in the CCR database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the CCR database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.
e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

4

f) Liability for uncompleted or erroneous transfers.
   i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
      (a) Making a correct payment;
      (b) Paying any prompt payment penalty due; and
      (c) Recovering any erroneously directed funds.
   ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
      (a) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
      (b) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.

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

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

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

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

15. Adherence to Original Project Objectives and Budget Estimates

a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Expenditures incurred prior to the effective date of an award cannot be charged against an award unless provided for in the award.

b) The Recipient must submit any proposed change that requires PHMSA's written approval 30 days prior to the requested effective date of the proposed change.

PHMSA will not approve any change to the award during the last 30 days of the award period.

16. Prior Approvals

a) The following expenditures require the GO's advance written approval:
   i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
   ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.

b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.

c) The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

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

a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small minority business, women-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 subcontracts.

b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantages businesses, veteran, and HUBZone business firms are used when possible.

c) Affirmative steps include:
   i) Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
   ii) Assuring that small and minority businesses, women's business enterprises, veteran-owned and HUBZone business firms are solicited whenever they are potential sources;
   iii) 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;
   iv) 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
   v) Using the services and assistance of the Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

18. Seat Belt Use Policies and Programs

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

19. Ban on Text Messaging While Driving

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

"Driving"-

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

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

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

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

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

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

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

4

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

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

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

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

20. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with 49 CFR 18, Sec. 18.34, "Copyrights."

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

The Recipient must have the GO's prior approval of all press releases, formal announcements, or other planed written issuance containing news or information concerning this Grant Agreement before issuance. The Recipient must provide two (2) copies of the document to the GO and GOTR for review prior to release. Also, the GO must approve any planned presentations/briefings related to this Grant Agreement, as well as the actual presentation (e.g. slides/vu-graphs) to be used.

22. Violation of Award Terms

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

23. Fraud, Waste, or Abuse

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

The mailing address is:

DOT Inspector General Hotline
P.O. Box 708
Fredericksburg, VA 22404
Phone: 1.800.424.9071
Fax: 540.373.2090
Email: hotline@oig.dot.gov
Web: http://www.oig.dot.gov/Hotline

4