

2011 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM
Additional Federal Terms and Conditions

The requirements in this document provide a summary of some of the additional federal requirements which apply to these grant funds.

1. **Federal Regulations and Circular:** The LEPC shall comply with the following federal Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to U.S. DOT grants are listed below:
 - A. Administrative Requirements: 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”.
 - B. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments.
 - C. Audit Requirements: OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.
2. **U.S. DOT Grant Agreement:** Attachment A of this document.
3. **Federal Guidance Document:** Attachment B of this document.
4. **Federal Assurances:** Attachment C of this document.
5. **Federal Combined Assurance:** Attachment D of this document.

Attachment A

 U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration		<h1>Grant Agreement</h1>	
1. RECIPIENT NAME AND ADDRESS INDIANA DEPARTMENT OF HOMELAND SECURITY GRANTS DIVISION 302 W Washington St Indianapolis, IN 46204-4701		2. AGREEMENT NUMBER: HM-HMP-0181-10-01-00	3. AMENDMENT NO. 0
		4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2010 TO 09/30/2011	
		5. FEDERAL FUNDING PERIOD: FROM 09/30/2010 TO 09/30/2011	
1A. IRS/VENDOR NO. 35-6000158	6. ACTION New		
1B. DUNS NO. 0871735190000	FUNDING	TOTAL	
7. CFDA#: 20.703	9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT		512,532
8. PROJECT TITLE INDIANA DEPT. HOMELAND SECURITY HMEP FY2011 GRANT PROGRAM	10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT		128,134
	11. TOTAL AMOUNT OF THIS AGREEMENT		640,666
12. GRANTEE PROGRAM MANAGER Ms. RACHEL MEYER	12A. GRANTEE PROGRAM MANAGER EMAIL RMEYER@DHS.IN.GOV		
	12B. GRANTEE PROGRAM MANAGER PHONE NUMBER 317-234-3321		
12C. GRANTEE PROGRAM MANAGER ADDRESS GRANTS DIVISION 302 W. WASHINGTON STREET INDIANAPOLIS, IN 46204			
13. GRANT PROGRAM OFFICER Windy Hamilton	13A. GRANT PROGRAM OFFICER EMAIL HMEP.Grants@dot.gov		
	13B. GRANT PROGRAM OFFICER PHONE NUMBER 202-366-1109		
14. INCORPORATED ATTACHMENTS			
15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT Federal Hazardous Materials Transportation Law , 49 U.S.C. 5101 et seq			
16. REMARKS			
GRANTEE ACCEPTANCE		AGENCY APPROVAL	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL <i>Joseph E. Wainwright, Jr. Exec Director</i>		19. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr. Magdy El-Sibaie, Acting Associate Administrator	
18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL <i>[Signature]</i>	18A. DATE 10/11/10	20. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL Electronically Signed	20A. DATE 10/01/2010
AGENCY USE ONLY			
21. OBJECT CLASS CODE: 41000		22. ORGANIZATION CODE: 50D0308EP0	
23. ACCOUNTING CLASSIFICATION CODES			
DOCUMENT NUMBER HMPHM0181A	FUND 5282XXDA0	BY 2010	BPAC EGEPR010 AMOUNT 512,532

AWARD ATTACHMENTS

INDIANA DEPARTMENT OF HOMELAND
SECURITY

HM-HMP-0181-10-01-00

1. HMEP_States_and_Territories Attachment 1 Grant Award (Hamilton AOTR)
2. HMEP_States_and_Territories Attachment 2 Award Terms and Conditions
3. Indiana_10-11_Planning_Training_Funds_Letter



**GRANT AWARD AGREEMENT
TABLE OF CONTENTS**

Article I. Award Information..... 2
 Section 1.01 Recipient Information..... 2
 Section 1.02 Awarding Agency Information..... 2
 Section 1.03 Additional Basic Award Information 2
Article II. Background 2
 Section 2.01 Background..... 2
 Section 2.02 Statement of Purpose..... 2
Article III. Incorporation of Recipient’s Application..... 2
 Section 3.01 Incorporation of Recipient Application..... 2
 Section 3.02 Expected Program Outputs 2
Article IV. Reporting Requirements..... 2
 Section 4.01 Performance Reports 2
 Section 4.02 Final Financial Status Report 3
Article V. Project Technical Reports 3
Article VI. Agreement Officials 3
 Agreement Officer (AO) 3
 Agreement Administrator (AA)..... 3
 Agreement Officer’s Technical Representative (AOTR) 4
 Program/Project Manager 4
Article VII. Terms and Conditions 4
Article VIII. Special Terms and Conditions 4
 Section 8.01 Hazardous Materials Public Sector Training and Planning Grants 4
 Section 8.02 Modifications..... 4
 Section 8.03 Travel..... 4
 Section 8.04 Changed Conditions of Performance..... 4
 Section 8.05 Site Visits..... 5
Article IX. Consideration and Payment..... 5
 Section 9.01 Request for Advance/Reimbursement..... 5
 Section 9.02 Payment of Advance/Reimbursement 5
 Section 9.03 Cost Sharing for Planning and Training 5

Article I. Award Information

Section 1.01 Recipient Information

See cover page box 1

Program/Project Manager – See cover page box 14

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
Washington, D.C. 20590

Section 1.03 Additional Basic Award Information

Funding Opportunity Title: “2011 PHMSA HMEP States & Territories”
Funding Opportunity Number: HM-HMP-11-001

Article II. Background

Section 2.01 Background

The HMEP grants program was first authorized in 1990 to help implement the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986 (42 U.S.C. 11001). EPCRA set up State Emergency Response Commissions (SERCs) and Local Emergency Planning Committees (LEPCs), established information requirements to help communities understand and prepare for the risks of chemical releases, and set up interagency coordination to implement the law. In 2005, SAFETEA-LU reauthorized the HMEP grants program, added new program requirements, and increased funding.

Section 2.02 Statement of Purpose

The purpose of this reimbursable grant is to provide for public sector planning and training in support of the emergency planning and training efforts of States, Indian tribes, and local communities to deal with hazardous materials emergencies, particularly those involving transportation.

Article III. Incorporation of Recipient’s Application

Section 3.01 Incorporation of Recipient Application

The Recipient’s application and Project Plan, including any revisions agreed to by Recipient and PHMSA prior to award is incorporated by reference into this Agreement.

Section 3.02 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. 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 Application and Project Plans.

Article IV. Reporting Requirements

Section 4.01 Performance Reports

The project manager should submit a performance report to the AA and AOTR at the completion of an activity for which reimbursement is being requested or with a request to amend the grant. The Recipient must submit a final performance report, due 90 days after the expiration or termination of the grant that describes the results of all activities undertaken as a result of the grant.

Section 4.02 Final Financial Status Report

At the end of the grant period, the Recipient must submit a Federal Financial Report to the AA and AOTR to report the status of all funds.

See Attachment 2 "Award Terms and Conditions" for additional reporting requirements.

Article V. Project Technical Reports

The Recipient must prepare Project Technical Reports according to the requirements of DOT Order 1700.18B, "Acquisition, Publication and Dissemination of DOT Scientific and Technical Reports."

DOT Order 1700.18B is incorporated by reference into this award.

DOT Order 1700.18B is available at

<http://isddc.dot.gov/OLPWeb.ASP?WCI=DocInfo&WCE=id%3d8505%26oa%3dost%26cn%3d%26cv%3d%26ft%3d1%26lr%3d100%26rc%3d413&WCU>

Article VI. 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)

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

Agreement Administrator (AA)

Mr. Charles Rogoff

Grants Manager

U.S. Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Office of Hazardous Materials Safety, PHH-1

1200 New Jersey Avenue, SE, E23-301

Washington, D.C. 20590-0001

Telephone: (202) 366-0001

Fax: (202) 366-3753

E-mail: Charles.Rogoff@dot.gov

Agreement Officer's Technical Representative (AOTR)

Windy Hamilton
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Hazardous Materials Safety, PHH-1
1200 New Jersey Avenue, SE, E21-207
Washington, D.C. 20590-0001
Telephone: (202) 366-8007
Fax: (202) 366-3753
E-mail: Windy.Hamilton@dot.gov

Program/Project Manager

See cover page, box 14

Article VII. 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 2 and any other terms and conditions spelled out in this document.

Article VIII. Special Terms and Conditions

Section 8.01 Hazardous Materials Public Sector Training and Planning Grants

49 CFR 110, "Hazardous Materials Public Sector Training and Planning Grants" establishes the program requirements for public sector training and planning grants to support hazardous materials emergency planning and training efforts.

49 CFR 110, "Hazardous Materials Public Sector Training and Planning Grants" is incorporated by reference into this award.

49 CFR 110 is available at: <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=1f4aff8f491b7bf0292ba0705316c45&rgn=div5&view=text&node=49:2.1.1.1.4&idno=49>.

Section 8.02 Modifications

Modifications to this Grant Agreement may be made only in writing, signed by both the Recipient and the AO, and specifically referred to as a modification to this Grant Agreement. Request for any modification of the grant or relief from non-statutory provisions of 49 CFR 110 should be submitted to the AA. See also Attachment 2, paragraph 18, "Prior Approvals".

Section 8.03 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>.

Section 8.04 Changed Conditions of Performance

The Recipient must immediately notify the AA 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 Grant. The Recipient

must also immediately notify the AA of any decision pertaining to the Recipient's conduct of litigation that may affect DOT interests.

Section 8.05 Site Visits

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

Article IX. Consideration and Payment

Section 9.01 Request for Advance/Reimbursement

Subject to the requirements in 49 CFR 18.21 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 AOTR. PHMSA will promptly review and forward it to the Payment Office for disbursement.

Section 9.02 Payment of Advance/Reimbursement

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

Section 9.03 Cost Sharing for Planning and Training

The Recipient must provide 20 percent of the direct and indirect costs of all activities covered under the grant award program with non-Federal funds. Recipients may either use cash (hard match), in-kind (soft-match) contributions or a combination of both to meet this requirement. In-kind (soft-match) contributions are in addition to maintenance of effort required of Recipients of grant awards. The types of contributions allowed are listed in 49 CFR 110.60. Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion reflect the 80% Federal / 20% non-Federal allocation of costs.

See Attachment 2 "Award Terms and Conditions" paragraph 14 for additional payment requirements.



**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 Lobbying..... 3
9. Nondiscrimination..... 3
10. Governmentwide Debarment and Suspension (Non-procurement)..... 4
11. Drug-Free Workplace 4
12. DOT Order 4600.17A, “Financial Assistance Management Requirements” 4
13. Treasury Circular No. 1075, “Regulations Governing Withdrawal of Cash From the Treasury for Advances Under Federal Grant and Other Programs (31 CFR 205)”... 4
14. Payments 5
15. Financial Reporting..... 6
16. Performance Monitoring..... 7
17. Adherence to Original Project Objectives and Budget Estimates 7
18. Prior Approvals 7
19. Contracting with Small and Minority Firms, Women’s Business Enterprises, Veteran-Owned, and HubZone Area Firms 7
20. Seat Belt Use Policies and Programs 8
21. Collection of Data 8
22. Rights in Technical Data..... 8
23. Title to Equipment 8
24. Violation of Award Terms 9
25. 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) **Authorizing Official/Agreement Officer (AO)** – The AO 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 AO has the authority to amend the award.
- c) **Agreement Administrator (AA)** – The AA is responsible for the daily administration of the award. The AA 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) **Agreement Officer's Technical Representative (AOTR)/Project Officer** – The AOTR assists in monitoring the work under the award. The AOTR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The AOTR 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) **Program Manager/Project Manager (PM)** – The PM is the individual designated by the Recipient and approved by PHMSA who is responsible for the technical direction of the project. The PM cannot be changed or become someone substantially less involved than was indicated in the Recipient's proposal, without prior written approval of the Agreement 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.

No term or condition of this grant is intended to require the Recipient to violate any applicable State or Territorial law.

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 will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this Grant.
- b) Terms and Conditions of this Grant.
- c) If any provision of this Grant is held invalid, the remaining provisions are not affected.
- d) **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

We will determine allowable costs according to the applicable Federal cost principles and terms and conditions of the award.

The Recipient is 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/fedreg/2005/083105_a87.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.

8. Restrictions on Lobbying

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, "New Restrictions on Lobbying."

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 prohibits discrimination on the basis of race, color, and national origin in programs and activities 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 comply with the provisions of EO 12549, "Debarment and Suspension," which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions. The Recipient must comply with 2 CFR Part 1200, "Nonprocurement Suspension and Debarment."

The grantee must review the list of parties excluded from Federal procurement or non-procurement programs located on the Excluded Parties List System (EPLS) website at <http://www.epls.gov/> before entering into an assistance sub-award.

The grantee must inform the PHMSA Grant Officer when the grantee suspends or debars a contractor or awardee.

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

2 CFR Part 1200 is available at www.gpoaccess by clicking on [2 CFR Part 1200](#).

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: <http://www.dot.gov/ost/m60/grant/regs.htm>.

12. DOT Order 4600.17A, "Financial Assistance Management Requirements"

DOT Order 4600.17A is incorporated by reference into this award.

DOT Order 4600.17A is available at: <http://www.dot.gov/ost/m60/grant/ord4600.htm>.

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/voll/v1p6c200.txt>.

14. Payments

Payment to a Recipient may be made in advance, consistent with 49 CFR 18 and 31 CFR 205. To obtain an advance the Recipient must comply with the requirements of 49 CFR 110.70(c). If these items are not met, payment will be made by reimbursement.

To receive payment a Recipient must submit a "Request for Advance or Reimbursement," Standard Form SF-270. Each request must be submitted in an original to the AA, one copy to the AOTR at:

U.S. Department of Transportation
 Pipeline and Hazardous Materials Safety Administration
 Office of Hazardous Materials Safety, PHH-64
 1200 New Jersey Avenue, SE, E-23-301
 Washington, DC 20590-0001

- 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.
- 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. Financial Reporting

- a) Financial reporting, except as provided in 49 CFR 110.70 and 49 CFR 18.41, must be supplied quarterly using the Federal Financial Report (FFR) form to report the status of the funds. The program/project manager must report separately on planning and training. The AA may provide additional specific reporting requirements after award.

- b) At the end of the performance period, the Recipient must submit a Federal Financial Report to report the status of all funds.

16. Performance Monitoring

- a) Progress Report: During the performance of the grant, the Recipient may provide narrative written reports to the AOTR and the AA. The report should include a description of how the funds were used to accomplish the objectives of the grant.
- b) Final Report: At the end of the grant, the Recipient must deliver a final report to the AOTR and the AA that describes the results of all activities undertaken as a result of this grant.

17. 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.

18. Prior Approvals

- a) Only the AO has authority to approve a request for a deviation from the non-statutory requirements of this grant.
- b) Only the AO has authority to give advance written approval for the following expenditures:
 - 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.
- c) The Recipient must submit a revised financial estimate and plan for (b)(i) or (b)(ii) above.
- d) 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.

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

- a) The Department of Transportation's (DOT) policy is 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 disadvantaged 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.

20. 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.

21. Collection of Data

- a) Recipients may use DOT grant funds to collect information when the collection is not a primary objective of the grant, but is incidental to a grant supported activity or when the collection is a primary objective, but the information is not intended for Government use or for a party designated by the Government.
- b) Recipients are prohibited from representing to their respondents that information is being collected for, or in association with, the Federal Government unless the AO has given prior approval and OMB clearance procedures contained in 5 CFR 1320 have been followed where required.

22. Rights in Technical Data

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

23. Title to Equipment

Title to equipment purchased or fabricated under this grant vests in the Recipient or subrecipients, respectively, except DOT reserves the right to require the Recipient or subrecipient to transfer title to items of equipment to the Federal Government or a third party named by DOT, when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the standards contained in 49 CFR 18.32.

24. Violation of Award Terms

If the Recipient has materially failed to comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances. See 49 CFR 18.43, 18.44 and 110.100.

25. 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
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>

October 1, 2010

Dear Ms. Cindy A. Battiato,

I am pleased to award a Hazardous Materials Emergency Preparedness (HMEP) planning and training grant to the INDIANA DEPARTMENT OF HOMELAND SECURITY:

Award Amounts			
	Planning	Training	Total
Federal Share	\$229119	\$283413	\$512532
Non-Federal Share	\$57280	\$70854	\$128134
		Total Budget	\$640666

Please find attached the Notice of Grant Award (NGA) which has been executed on behalf of the Pipeline and Hazardous Materials Safety Administration. To be effective, this package must be signed and returned to the HMEP Grant office no later than 90 days from the date of this letter. If you have any questions, or if additional time is required, please contact Charles Rogoff, HMEP Grant Manager, (202) 366-0001. **EMAIL is the preferred method of submission.** Simply sign the award, and forward a scanned copy to HMEP.grants@dot.gov.

PHMSA is working diligently to implement new technology and improve our internal processes so that we can administer a better, more efficient HMEP grant program. Additionally, we are increasing our outreach efforts to assist grantees make the best use of grant funds. You may be contacted regarding new resources and technical assistance workshops that are available to our grantees. Please take advantage of these opportunities

Also, please be reminded that the HMEP grant program now requires the inclusion of the HMEP Grant Accountability Questionnaire with the Final Report. These questions are made up of two parts; 1) Reporting of Authorized Expenditures, and 2) Report of HMEP Grant Accomplishments. We look forward to working closely with you in expanding emergency planning and training activities with the INDIANA DEPARTMENT OF HOMELAND SECURITY.

Best regards,

Tonya D. Schreiber
Executive Director
Office of Hazardous Materials Safety
Pipeline & Hazardous Materials Safety Administration
1200 New Jersey Ave., S.E.
Washington, DC 20590
202-366-1634

Attachment C-Federal Assurances

OMB Approval No.: 4040-0007
Expiration Date: 07/30/2010

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>* TITLE</p> <p>EXECUTIVE DIRECTOR</p>
<p>* APPLICANT ORGANIZATION</p> <p>INDIANA DEPARTMENT OF HOMELAND SECURITY</p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>

Standard Form 424B (Rev. 7-97) Back

Attachment D-Combined Assurance

Combined Assurance

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Add Attachment

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the address provided in the application instructions. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (Street address, city, county, state, zip code)

* Address

302 W. WASHINGTON STREET RM E220

* City

INDIANAPOLIS

County

* State

IN: Indiana

Zip

46204-0000

Check if there are workplaces on file that are not identified here.

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

* NAME OF APPLICANT
INDIANA DEPARTMENT OF HOMELAND SECURITY

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: JOSEPH

Middle Name: E.

* Last Name: WAINSCOTT Suffix: Jr.

* Title: EXECUTIVE DIRECTOR

SIGNATURE DATE

This field will be completed on submission to Grants.gov This field will be completed on submission to Grants.gov