

GRANT AGREEMENT

BETWEEN

CITY OF FORT WORTH

1000 Throckmorton Street  
Fort Worth, TX 76102

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-Demonstration”

Agreement No.: DTPH56-09-G-PHPT01

Total Amount of the Grant Agreement: \$70,000.00

Government Funds Obligated: \$25,000.00

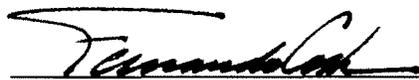
City of Fort Worth Cost Share: <sup>46k</sup> \$75,000.00

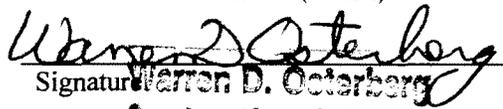
PHMSA Line of Appropriation: 1400A09DA0/2009/50D0104031/PAADM21010/41010 \$25,000 PR# 954-09-6208

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 City of Fort Worth, 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 – Demonstration Grants.

CITY OF FORT WORTH

U.S. DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS  
SAFETY ADMINISTRATION (PHMSA)





Signature

Signature

**Fernando Costa**  
**Assistant City Manager**

**Warren D. Osterberg**  
**Contracting Officer**

Name and Title

Date

Date

Effective Date

7/1/09

JUL 01 2009

JUL 01 2009

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**Article I. Award Information**

**Section 1.01 Grantee Information**

City of Fort Worth  
1000 Throckmorton Street  
Fort Worth, TX 76102  
DUNS: 026547104  
EIN/TIN: 75-600528

Primary Contact: Rick Trice, [rick.trice@fortworth.gov](mailto:rick.trice@fortworth.gov), (817) 392-7959

**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: Glen Vierk, [glen.vierk@dot.gov](mailto:glen.vierk@dot.gov), (202) 366-5102

**Section 1.03 Basic Award Information**

Funding Opportunity Title: "Technical Assistance Grants (TAG) Program – Demonstration Grants"  
Funding Opportunity Number: DTPH56-09-SN-0002  
CFDA Number: N/A  
Award Type: Grant Agreement  
Award Number: DTPH56-09-G-PHPT01  
Project Title: GIS to Manage Expanding Pipeline Systems within Dallas/Fort Worth Metro Area  
Project Period: June 1, 2009 – November 30, 2009  
Grant Amount: \$25,000.00

**Article II. Background**

**Section 2.01 Background**

The first Technical Assistance Grants (TAG) must be demonstration grants, each not to exceed \$25,000. The Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), is awarding these TAG demonstration grants to four communities participating in the Pipelines and Informed Planning Alliance (PIPA) initiative. These demonstration grants are for the purpose of demonstrating and evaluating the utility of the grants required in 49 U.S.C. 60130.

**Section 2.02 Statement of Purpose**

These demonstration grants will provide funding to local governments and community groups for engineering and other technical assistance related to pipeline safety matters.

**Section 2.03 Specific Objective(s) of the Agreement**

Under this grant award the City of Fort Worth will implement a Geographic Information System (GIS) to manage the expanding pipeline systems that are causing development and planning issues within the Dallas and Fort Worth metropolitan area.

**Article III. Expected Program Outputs**

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

- *Develop and process pipeline information into a GIS format that will enable accurate and efficient retrieval.*
- *Information will be available through a public map viewer to city departments, citizens, developers and private contractors as accurately and efficiently as possible.*

**Article IV. Deliverables**

The City of Fort Worth must submit the following reports:

- Final Report;
- Final Financial Status Report.

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

**Article V. Dissemination of Technical Findings**

The Grantee must make available any technical findings to the relevant operators in the Grantee'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 Grantee Application**

The Grantee's application and Project Plan dated **March 25, 2009** is incorporated by reference into this Agreement.

The Grantee is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and performing the tasks and the deliverables outlined in the Grantee'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](mailto:Warren.Osterberg@dot.gov)

**Agreement Administrator (AA)**

Mr. Glen Vierk  
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) 366-5102  
Fax: (202) 366-7974  
E-mail: [Glen.Vierk@dot.gov](mailto:Glen.Vierk@dot.gov)

**Agreement Officer's Technical Representative (AOTR)**

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](mailto:Sam.Hall@dot.gov)

**Principal Investigator (PI)**

Mr. Rick Trice  
City of Fort Worth  
1000 Throckmorton Street  
Fort Worth, TX 76102  
Telephone: (817) 392-7959  
Fax:  
E-mail: [Rick.Trice@fortworthgov.org](mailto:Rick.Trice@fortworthgov.org)

**Article VIII. Terms and Conditions**

The Grantee 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 Grantee 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 Grantee must deliver a letter-type final report to the AOTR 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 AOTR 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 Final Financial Status Report**

At the end of the grant period, the Grantee must submit a Final Financial Status Report, Standard Form 269 (SF-269), to report the status of all funds. In addition to SF-269, the Grantee should provide the break down 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 18.21 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 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

**Section 11.02 Approved Project Proposal/Budget**

The Grantee's application dated **March 25, 2009** is incorporated by reference into this Agreement.

**Section 11.03 Payment of Advance/Reimbursement**

All Grantees must be registered in the Central Contractor Registration (CCR) in order to receive payments on their invoices. For information on how to register, visit [www.ccr.gov](http://www.ccr.gov).

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

**Article XII. Attachments**

Attachment 1 - DTPH56-09-G-PHPT01 - Award Terms and Conditions

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

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

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**1. Definitions**

- a) **Recipient** – An organization receiving financial assistance directly from Federal awarding agencies to carry out a project or program.
- b) **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)** – 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) **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 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.

**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.

**NOTE: OMB Circulars are available at: [www.whitehouse.gov/omb/circulars](http://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 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/fedreg/2005/083105\\_a87.pdf](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 Use of Funds for Lobbying or in Support of Litigation**

Pursuant to 49 U.S.C. § 60130(b) a Recipient may not use funds for lobbying or in direct 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"

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 comply with 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, "Non-Procurement Suspension and Debarment."

Recipients are encouraged to subscribe to and utilize the Monthly Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs published by GSA and found at: [www.epls.gov](http://www.epls.gov).

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

2 CFR part 1200 is available at: <http://www.dot.gov/ost/m60/grant/regs.htm>.

**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 is 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 the willingness to maintain the following in accordance with 49 CFR 18: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. If these items are not met, payment will be made by reimbursement.

Subject to the requirements in 49 CFR Part 18 being met, a payment for 100% of the award amount will be made shortly after the effective date of award, subsequent to receipt of the completed Standard Form SF-270 .

The completed SF 270 must be submitted in an original to the AA, one copy to the AOTR 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.

- 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 Status Report: At the end of the grant, the Recipient will submit to the AA a Final Financial Status Report (Standard Form 269) to report the status of all funds.

**16. Performance Monitoring**

- a) 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. The AOTR will provide specific reporting requirements after award.

**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) The following expenditures require the AO'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.

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

- a) 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 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 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](http://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](http://www.trafficsafety.org).

**21. Rights in Technical Data**

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

**22. Notice of News Releases, Public Announcements, and Presentations**

The Recipient must provide two (2) copies of all press releases, formal announcements, or other planned written issuance containing news or information concerning this Grant Agreement. The Recipient must provide such documents to the AO and AOTR for approval prior to release. Also, any planned presentations/briefings related to this Grant Agreement, as well as the actual presentation (e.g. slides/vu-graphs) to be used, must be approved in advance by the AO.

**23. Violation of Award Terms**

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

**24. 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](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>

**FINANCIAL STATUS REPORT**

*(Long Form)*

*(Follow instructions on the back)*

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned By Federal Agency		OMB Approval No. <b>0348-0039</b>	Page of  pages
3. Recipient Organization (Name and complete address, including ZIP code)					
4. Employer Identification Number		5. Recipient Account Number or Identifying Number		6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual					
8. Funding/Grant Period (See instructions) From: (Month, Day, Year)		To: (Month, Day, Year)		9. Period Covered by this Report From: (Month, Day, Year)	
To: (Month, Day, Year)					
10. Transactions:					
		I	I	III	
		Previously Reported	This Period	Cumulative	
a. Total outlays				0.00	
b. Refunds, rebates, etc.				0.00	
c. Program income used in accordance with the deduction alternative				0.00	
d. Net outlays (Line a, less the sum of lines b and c)		0.00	0.00	0.00	
<b>Recipient's share of net outlays, consisting of:</b>					
e. Third party (in-kind) contributions				0.00	
f. Other Federal awards authorized to be used to match this award				0.00	
g. Program income used in accordance with the matching or cost sharing alternative				0.00	
h. All other recipient outlays not shown on lines e, f or g				0.00	
i. Total recipient share of net outlays (Sum of lines e, f, g and h)		0.00	0.00	0.00	
<b>Federal share of net outlays (line d less line i)</b>					
j. Federal share of net outlays (line d less line i)		0.00	0.00	0.00	
k. Total unliquidated obligations					
l. Recipient's share of unliquidated obligations					
m. Federal share of unliquidated obligations					
n. Total Federal share (sum of lines j and m)				0.00	
o. Total Federal funds authorized for this funding period					
p. Unobligated balance of Federal funds (Line o minus line n)				0.00	
<b>Program income, consisting of:</b>					
q. Disbursed program income shown on lines c and/or g above					
r. Disbursed program income using the addition alternative					
s. Undisbursed program income					
t. Total program income realized (Sum of lines q, r and s)				0.00	
11. Indirect Expense					
a. Type of Rate (Place "X" in appropriate box)					
<input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed					
b. Rate		c. Base		d. Total Amount	
				e. Federal Share	
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.					
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.					
Typed or Printed Name and Title				Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official				Date Report Submitted June 24, 2009	

**FINANCIAL STATUS REPORT**  
(Long Form)

Public reporting burden for this collection of information is estimated to average 30 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 (0348-0039), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.**

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award (e.g., how to calculate the Federal share, the permissible uses of program income, the value of in-kind contributions, etc.). You may also contact the Federal agency directly.

Item	Entry	Item	Entry
1, 2 and 3.	Self-explanatory.	10b.	Enter any receipts related to outlays reported on the form that are being treated as a reduction of expenditure rather than income, and were not already netted out of the amount shown as outlays on line 10a.
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.	10c.	Enter the amount of program income that was used in accordance with the deduction alternative.
5.	Space reserved for an account number or other identifying number assigned by the recipient.	Note:	Program income used in accordance with other alternatives is entered on lines q, r, and s. Recipients reporting on a cash basis should enter the amount of cash income received; on an accrual basis, enter the program income earned. Program income may or may not have been included in an application budget and/or a budget on the award document. If actual income is from a different source or is significantly different in amount, attach an explanation or use the remarks section.
6.	Check yes only if this is the last report for the period shown in item 8.	10d.	e, f, g, h, i and j. Self-explanatory.
7.	Self-explanatory.	10k.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors.  Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded.  Do not include any amounts on line 10k that have been included on lines 10a and 10j.  On the final report, line 10k must be zero.
8.	Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."	10l.	Self-explanatory.
9.	Self-explanatory.	10m.	On the final report, line 10m must also be zero.
10.	The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in the same funding period. If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.	10n.	o, p, q, r, s and t. Self-explanatory.
10a.	Enter total gross program outlays. Include disbursements of cash realized as program income if that income will also be shown on lines 10c or 10g. Do not include program income that will be shown on lines 10r or 10s.  For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments.	11a.	Self-explanatory.
		11b.	Enter the indirect cost rate in effect during the reporting period.
		11c.	Enter the amount of the base against which the rate was applied.
		11d.	Enter the total amount of indirect costs charged during the report period.
		11e.	Enter the Federal share of the amount in 11d.
		Note:	If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGES  
**0348-0004**

1. TYPE OF PAYMENT REQUESTED

a. "X" one or both boxes  
 **ADVANCE**     **REIMBURSEMENT**

b. "X" the applicable box  
 **FINAL**     **PARTIAL**

2. BASIS OF REQUEST  
 **CASH**  
 **ACCUAL**

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. **PERIOD COVERED BY THIS REQUEST**  
 FROM (month, day, year) TO (month, day, year)

9. RECIPIENT ORGANIZATION

Name:

Number and Street:

City, State and ZIP Code:

10. PAYEE (Where check is to be sent if different than item 9)

Name:

Number and Street:

City, State and ZIP Code:

**11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)	\$	\$	\$	0.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e				0.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	0.00	0.00	0.00	0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			0.00
	2nd month			0.00
	3rd month			0.00

**12. ALTERNATE COMPUTATION FOR ADVANCES ONLY**

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

**CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED June 24, 2009
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 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 (0348-0004), 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.**

**INSTRUCTIONS**

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Item</u>	<u>Entry</u>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		

# CITY COUNCIL AGENDA




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**COUNCIL ACTION: Approved on 6/16/2009 - Ord. No. 18660-06-2009**

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<b>DATE:</b>	6/16/2009	<b>REFERENCE NO.:</b>	**G-16593	<b>LOG NAME:</b>	06PIPA GRANT 62040
<b>CODE:</b>	G	<b>TYPE:</b>	CONSENT	<b>PUBLIC HEARING:</b>	NO
<b>SUBJECT:</b>	Authorize Acceptance of a Technical Assistance Grant in the Amount of \$25,000.00 from the Pipeline and Hazardous Materials Safety Administration, Office of Pipeline Safety, as Part of the United States Department of Transportation, Authorize the Execution of the Grant Agreement and Adopt Appropriation Ordinance				

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## RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to:

1. Accept a Technical Assistance Grant in the amount of \$25,000.00 from the Pipeline and Hazardous Materials Safety Administration, Office of Pipeline Safety; and
2. Adopt the attached appropriation ordinance increasing estimated receipts and appropriations in the Grants Fund in the amount of \$25,000.00 upon receipt of the grant.

## DISCUSSION:

The Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), is awarding Technical Assistance Grants (TAG) in amounts up to \$25,000.00 to four communities participating in the Pipelines and Informed Planning Alliance (PIPA) initiative. These demonstration grants are intended to provide funding to local governments for engineering and other technical assistance related to pipeline safety matters.

Under this grant award the City of Fort Worth will implement a program in the Geographic Information System (GIS) to document the expanding pipeline systems in Fort Worth. The purpose is to improve the information available to planners and developers in the community to allow pipelines to safely coexist with existing and new development.

There's no match requirement, but it is anticipated that the City will use existing staff to provide \$35,000.00 in in-kind contribution to the GIS implementation project while the grant funds will be used to engage a contractor to perform specific activities. Funds for this contract will be reimbursed to the City by grantor after expenditures are made.

## FISCAL INFORMATION/CERTIFICATION:

The Financial Management Services Director certifies that upon approval of the above recommendations, receipt of the grant and adoption of the attached appropriation ordinance, funds will be available in the current operating budget, as appropriated, of the Grants Fund.

### TO Fund/Account/Centers

GR76 488029 006207378000 \$25,000.00

GR76 539120 006207378000 \$25,000.00

### FROM Fund/Account/Centers

**Submitted for City Manager's Office by:** Fernando Costa (6122)

**Originating Department Head:** Susan Alanis (8180)

**Additional Information Contact:** Rick Trice (7959)

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**ATTACHMENTS**

**06PIPA GRANT 62040 AO.doc**