

# EXHIBIT B LAND CONTROL AGREEMENT

## MARYLAND DEPARTMENT OF NATURAL RESOURCES

### INTERAGENCY CONTRACT

THIS INTERAGENCY CONTRACT (the "Contract"), entered into on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by and between the

STATE OF MARYLAND  
DEPARTMENT OF NATURAL RESOURCES  
CHESAPEAKE & COASTAL SERVICE  
TAWES STATE OFFICE BUILDING, E-4  
580 TAYLOR AVENUE  
ANNAPOLIS, MARYLAND 21401  
Hereinafter ("Department")

and

XXXXXXX  
XXXXXXX  
Hereinafter ("Subgrantee")

WHEREAS, the Department has chosen the Subgrantee, and the Subgrantee has agreed to perform the work herein and be bound by the terms of this Contract;

WHEREAS, the Department has received a conditional federal Boating Infrastructure Grant (hereinafter "BIG"), Grant#XXXXXXX, CFDA# 15.622, from the U.S. Fish and Wildlife Service (USFWS) on behalf of the Subgrantee for the attached Scope of Work (Addendum A).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained be it agreed by and between the parties hereto as follows:

**BACKGROUND:** The BIG Program is a federal program administered by the United States Department of the Interior USFWS to install or upgrade tie-up facilities, and support facilities, for transient (up to fifteen days) recreational vessels at least 26' long as defined in 50 CFR Part 86 §86.3.

**PURPOSE:** The Contract sets forth the entire agreement among the parties hereto pertaining to the approved BIG Program project described herein.

The Subgrantee agrees to carry out the work described in the attached Scope of Work (**Addendum A**), which is expressly incorporated into and made a part of the Contract herein.

## **ARTICLE I. - SCOPE OF WORK**

The general objective of the Contract is that the Subgrantee shall aid the Department by providing access to the Subgrantee for transient recreational vessels 26' or larger as described in Scope of Work (Addendum A). The Subgrantee shall be responsible for a) providing all labor, materials, equipment, machinery, tools, supplies and supervision necessary to perform all work described in the Scope of Work and related facility and/or structure for the useful life of said facility and/or structure, said useful life to be of significant longevity of not less than **XXXX (XX)** years except for destruction thereof caused by an Act of God; b) fully complying with all the terms of the Contract, including but not limited to all requirements of the federal BIG Program as set forth in 50 CFR Part 86, as amended if amended and; c) maintaining and repairing any tie-up facility and/or structure for the useful life of said facility and/or structure, said useful life to be of significant longevity of not less than **XXXX (XX)** years except for destruction thereof caused by an Act of God.

**CHANGES TO SCOPE OF WORK:** Any requested change to the design and/or scope of work of an approved project and/or any proposal for additional funds for the approved project even if paid for by the Subgrantee must be submitted to the Department for review. If the Department determines that the requested change is a substantial change to the approved scope of work of the project and needs USFWS involvement or attention, the Department shall submit requested changes to USFWS for review and approval. If deemed necessary by USFWS, an approved change to the project will be documented in an amendment to the Contract.

**WARRANTY OF MATERIALS AND WORKMANSHIP:** Unless otherwise specified in writing, the Subgrantee agrees and warrants that: a) all materials and equipment incorporated in the work under the Contract shall be in first-class condition and in accordance with the terms and provisions of said Contract; b) all workmanship shall be of the highest quality, in accordance with the terms and provisions of the above Contract, and performed by persons qualified at their respective trades; c) all BIG-funded tie-up facilities shall be designed and built to last at least **XXXX (XX)** years with periodic maintenance, with heavy-duty materials and overbuilt construction encouraged to maximize the lifetime durability of the facility and to minimize the cost of long-term maintenance thereof.

The Subgrantee is encouraged to require the architects, engineers, and other contractors working on the approved project to submit to the Subgrantee written certifications that the project has been constructed in compliance with the approved project design and construction standards.

## **ARTICLE II. - CONSIDERATION AND METHOD OF PAYMENT**

The work set forth above shall be performed during the term of the Contract as stated herein for a total amount estimated to be **XXXXXXXX** Dollars (**\$XXXXXXXX**). The federal

share will not exceed XXXX% of the actual construction contract amount, as determined through the competitive bid process, and will not exceed \$XXXXX. The match (minimum XXXX%) will come from private funds provided by XXXXXXXX.

The Subgrantee shall submit monthly billings for all costs expended in the performance of the Contract. After an amount has been paid to the Subgrantee, which is equal to eighty percent (80%) of the funds initially allocated and approved for this Contract, the Department may withhold from payment an amount of not more than twenty percent (20%) of the total contract price, until satisfactory completion by the Subgrantee of performance of all acquisition, construction and installation related tasks described under the Contract. A standard billing format shall be followed including, but not limited to, any Contract Identifying Number. Billings shall be due and payable within thirty (30) days of receipt by the Department. The payment of any invoice for costs incurred or progress claimed shall not be deemed to convey the Department's acceptance of the legitimacy or accuracy of the costs or progress represented by that invoice.

Should the Department determine that a cost, even if paid, should be disallowed, and should the Subgrantee not timely tender full payment or satisfaction, this determination of disallowance shall be considered a "claim" for purposes of the Article entitled disputes. The Subgrantee agrees to follow a cost accounting practice which is in accordance with the standards, principles and procedures in COMAR 21.09 and the uniform practices of the profession as acceptable to the Department. For Contracts which provide for reimbursement for allowable costs, positive time records shall be kept and summaries shall be provided at least quarterly.

**ARTICLE III. – CONTRACT REPRESENTATIVES (See Addendum to Article III.)**

The following individuals shall have authority to act under this Contract for their respective parties:

**Department:** Carla Fleming, Director  
Center for Waterway Improvement & Infrastructure  
Chesapeake & Coastal Service  
Maryland Department of Natural Resources

(Or such other person as may be formally designated to act)

**Subgrantee:** XXXXXXXX  
XXXXXXXX  
XXXXXXXX

(Or such other person as may be formally designated to act)

### **ARTICLE III. – KEY PERSONNEL - ADDENDUM**

The Department and the Subgrantee agree that the following named individuals are considered to be essential to the work being performed hereunder and are designated as key personnel who shall be made available to the full extent required to carry out the work under the Contract:

#### **Department:**

- Li Lan Carson, Federal Projects Lead, Chesapeake & Coastal Service, Phone 410.260.8452; email [lilan.carson@maryland.gov](mailto:lilan.carson@maryland.gov)
- Carla Fleming, Director, Center for Waterway Improvement & Infrastructure, Chesapeake & Coastal Service, Phone 410.260.8447; email [Carla.Fleming@maryland.gov](mailto:Carla.Fleming@maryland.gov)
- Donald O’Neill, Agency Grants Specialist, Chesapeake & Coastal Service Phone 410.260.8435; email [don.o’neill@maryland.gov](mailto:don.o’neill@maryland.gov)

#### **Project Partners:**

- XXXXXXXX
- XXXXXXXX

Should any of these individuals become unavailable during the period of performance, personnel of equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the Department, which approval shall not be unreasonably denied. Should the Subgrantee be unable to provide substitutes acceptable to the Department within a reasonable time to do so, the Department may terminate the Contract, or, at its option, negotiate with the Subgrantee for an acceptable modification in the work and /or payment under the Contract relative to the loss of such key personnel.

### **ARTICLE IV – GENERAL CONDITIONS**

#### **A. Term**

The term of the Contract begins on XXXXXXXX, or the date the last party signs, whichever is later. The term of the Contract ends XXXX (XX) years after the date the Department conducts the final inspection of the completed project.

The terms and provisions set forth in the Contract shall be in full force and effect from the date hereof for the term of the Contract (as set forth in the preceding paragraph) except for destruction thereof caused by an Act of God, unless a lesser time period is expressly agreed to

in writing by the parties hereto. The terms and provisions hereof shall survive the termination of the Boating Infrastructure Program grant providing federal funds for this project.

**B. Obligations of the Subgrantee**

1. In addition to any other obligations which are imposed upon the Subgrantee under the provisions of the Contract, within thirty (30) days after completion of the project, as certified by the Department, the Subgrantee agrees to assume, at its sole cost and expense, responsibility for the operation, management and maintenance of the project facilities and premises in accordance with these terms and conditions for the specified term no less than XXXX (XX) years.
2. The Subgrantee, at its sole cost and expense, will carry out in a timely manner and assume full responsibility for any periodic maintenance and repair work on the project area that may be necessary, in particular, any work that would affect the integrity of the dock system, including piles and utilities. This maintenance shall include inspection and repair as needed.
3. Upon completion of the project, the Subgrantee shall assume full responsibility for its supervision which shall consist of surveillance and law enforcement as may be necessary for the suppression of vandalism and the protection of persons and property.

**MAINTENANCE OF PROJECT FACILITIES:** The Subgrantee shall be responsible for all repairs, replacement, and reconstruction of project facilities necessary because of the normal effects of weather, age, and all uses of the project facilities, including but not limited to public use. All tie-up facilities and structures must be designed and maintained for the useful life of said facility and/or structure, said useful life to be not less than XXXX (XX) years except destruction thereof by an Act of God. The Subgrantee shall maintain the depth of water at mean low tide minimum of six feet.

**OPERATION AND USE OF PROJECT FACILITIES:** The Subgrantee shall be responsible for the operation of the project facilities, including all costs associated with said operation, for the useful life of the facility as described above. Said responsibilities include but not limit to trash and litter removal, cleaning of the facility, and law enforcement patrol of the facility.

All tie-up facilities must be operated, maintained and used for the purpose(s) stated in the Contract for the useful life of the facility. Transient vessels may use a designated BIG facility for up to fifteen (15) days. All facilities receiving BIG funds should at all times display signage denoting this purpose. Said project facilities cannot be converted to another use without the express written consent of the Department.

The Subgrantee assumes full responsibility for all wear-and-tear and damages to the facility resulting from non-BIG project use and hereby agrees to pay all costs of maintenance

and repair to the facility during the useful life of said facility regardless of whether said wear-and-tear or damages was caused by BIG project use or non BIG project use. The Subgrantee also understands and agrees that the project facility must be used primarily for BIG use, that BIG project use is the highest priority use of said facility, and that any non-BIG project use must not interfere with or in any way hinder BIG project use.

**PUBLIC ACCESS TO FACILITIES:** The Subgrantee must allow reasonable public access to all recreational vessels for the useful life of the tie-up facilities. Reasonable public access means access a) at locations where the public can reasonably reach the facility, b) where all recreational vessels typical to that facility can easily use that facility, c) open for reasonable periods, and d) charging equitable fees. Public access must also be allowed to the shore and to basic features such as fuel, water, electricity, restrooms, and pumpouts at facilities that have these services. If overnight dockage is provided, the Subgrantee hereby agrees to either provide pumpout service to transient boaters during reasonable times or ensure that a pumpout facility is located within two miles that is both operable and available to transient boaters during reasonable times. Public access to the remainder of the park or marina where the facility is found is neither required nor discouraged.

**FEES FOR USE OF FACILITIES:**

The Subgrantee must charge reasonable fees for using the facility based upon prevailing rates at other publicly and privately owned local facilities similarly situated and offering a similar service or amenity. Fees must neither discriminate against nor discourage anyone from using the facility such as by charging user fees that vary based upon boater residence or by vessel homeport. If other publicly and privately owned local facilities offer BIG-funded services or amenities free of charge, then a fee is not required.

All user fees must be reviewed and approved in writing by the Department prior to the implementation of said fees. No such fees can be charged until the Subgrantee has received such written approval from the Department or designee. User fees cannot be subsequently increased or modified without the written approval of the Department or designee.

All revenues from user fees must be applied to the cost of operating and maintaining the facility for the useful life thereof. The Subgrantee shall establish a separate account for all such user fee funds received and expended in connection with said facility. The Subgrantee shall preserve the records of said account and permit the Department to inspect and audit these records upon request but not more frequently than twice each fiscal year. The Subgrantee shall upon request provide to the Department a list of all such user fees along with all documentation demonstrating how the value of such fees was determined.

As stipulated in 50 CFR Part 86 §86.77, any fees collected by the Subgrantee during the period of performance of grant XXXXXXXX must be tracked and reported as program income. The Subgrantee must notify the Department if program income is anticipated and then cooperate with the Department with all applicable program income requirements.

**C. Use of the Premises.**

1. The Subgrantee and the Department agree that the BIG-funded portion of the premises shall be used and occupied for the sole purpose of renovating/constructing the dock system (including piles and utilities), managing and maintaining the facility, and providing public access to the facility by recreational vessels. If the Subgrantee ceases to maintain this location as a public facility, ceases to comply with all applicable federal and state requirements, or changes the use integrity of the facility, all monies paid by USFWS through the Department will be reimbursed to the Department by the Subgrantee. Activities that interfere with BIG-eligible purposes are prohibited.

2. The Subgrantee may, at no cost or expense to the Department, develop and construct additional facilities on the premises as may be appropriate to more fully utilize the recreational potential of the site. The Subgrantee shall cause plans and specifications to be prepared for the construction of such additional facilities and make such plans and specifications available to the Department for their review and approval prior to the commencement of construction. The Department shall not unreasonably deny or delay approval. The Subgrantee shall be responsible for obtaining all necessary Federal, State and Local permits for any additional facilities, including any approvals needed to insure compliance with the Chesapeake Bay Critical Area law, prior to implementing such projects. Any additional facilities constructed by the Subgrantee at the public boating access facility area are subject to the terms of the Contract.

3. Access for inspection of maintenance and repair of the facilities by Department personnel, etc., shall not be impeded or hampered in any way by the Subgrantee agents, assigns, employees or patrons.

4. Attached hereto and expressly incorporated and made a part of this Contract are the following documents:

1. Addendum A – Scope of Work,
2. Addendum B – Additional Terms and Conditions,
3. Addendum C – The Department of Natural Resources, General Conditions For Memoranda of Understanding (Rev. 5/2012), and
4. Addendum D – U.S. Fish and Wildlife Service Assurances – Construction Programs
5. Addendum E – U.S. Fish and Wildlife Service –General Award Terms and Conditions

## **ARTICLE V. – MERGER**

The Contract embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

**COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND POLICIES:**

The Subgrantee hereby acknowledges and agrees that BIG regulations [50 CFR Part 86] require that the Subgrantee must agree to and certify compliance with all applicable Federal laws, regulations and policies and that the Subgrantee must submit to the Department the Assurance Statement attached to the Contract (Addendum D), as described in 43 CFR Part 12.51(c).

The Subgrantee further acknowledges and agrees that pursuant to 50 CFR Part 86 the Subgrantee may be required to provide additional documentation to comply with environmental and other laws as defined in Fish and Wildlife Service Manual Part 523 FW 1.

**This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original.**

IN WITNESS WHEREOF, the parties have executed this Contract by causing the same to be signed on the day and year first above written.

**SUBGRANTEE XXXXXX**

\_\_\_\_\_  
WITNESS:

Date:

\_\_\_\_\_  
Name: XXXXXXXX

Title: XXXXXXXX

Date:

\_\_\_\_\_  
Reviewed for Legal Sufficiency

XXXXXXXXXX

Date:

\_\_\_\_\_  
Approved by Board of Estimates

Date:

**STATE OF MARYLAND  
DEPT. OF NATURAL RESOURCES**

By:

\_\_\_\_\_  
WITNESS:

Date:

\_\_\_\_\_  
Name: xxxxxx

Title: Assistant Secretary, Aquatic Resources

Date:

Approved as to legal form and sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20XX

\_\_\_\_\_  
Assistant Attorney General

## **ADDENDUM A: SCOPE OF WORK**

### **XXXXXXX – Tier I or II Boating Infrastructure Grant**

The purpose of this project is to renovate XXXXXXXXXXXXXXXX. The BIG-eligible portion of this project comprises XXXX% of the available dockage - XXXXXXXX

This project will involve the demolition, removal, and replacement of all eight docks. The renovation of a dock (Dock XX) will be partially funded through a separate Tier I BIG grant (FXXXXXXXXX). The Subgrantee will ensure that both grants are treated as “stand alone” grants and that the contractor bills the Subgrantee separately for the work on these two grants.

The work will be bid and preformed under contract with the Subgrantee complying with all terms and conditions in this agreement. On-site supervision of the project will be done by a qualified engineer and the work site will be inspected periodically during the course of the construction and after the project is completed. A sign crediting the federal Sport Fish Restoration program will be prominently displayed.

### **Project Cost Summary**

The total approved project cost is \$xxxx of which the federal share is \$xxx (xx%). The match (\$xxx) will come from a combination of cash match (\$xxx) from private partners and in-kind match (\$xxx) from the Subgrantee for an existing gangway. The federal share cannot exceed xxxx% of actual eligible costs, as determined through the competitive bid process. See following page for budget.

Description	Allowable %	Total Cost	Total Allowable Cost	Federal Share	Match
xxxxxx	100%	xxxx	\$xxx	\$xxx	\$xxx
xxxx					
xxxx	xxx%	\$xxx	\$15,948	\$7,815	\$8,133
xxx	xxx%	\$xxx	\$7,974	\$3,907	\$4,067
xxxx	xxx%	\$xxx	\$15,000	\$7,350	\$7,650
xxxxx	xxx%	xxx	xxx	xxx	xxxx
<b>Total</b>					
<b>Total</b>		<b>\$xxxx</b>	<b>\$xxxx</b>	<b>\$xxx</b>	<b>\$xxx</b>
<b>Total Allowable Project Costs</b>		<b>\$3,727,042</b>	<b>\$2,976,955</b>		
<b>Federal Assistance (not to exceed 48.99% of actual eligible costs)</b>				<b>\$1,458,707</b>	<b>\$1,518,248</b>

**ADDENDUM B**  
**Additional Terms & Conditions**

**Additional Terms & Conditions That Apply to All subgrantees**

I. Obligations of the Subgrantee

1. The Subgrantee must follow the procurement standards in 2 CFR §§ 200.318 through 200.327.
2. The Subgrantee will not discriminate against any person based on race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this project.
3. The design and construction of the project will be by or under the supervision of the Subgrantee. Prior to the start of construction the Subgrantee must secure all necessary permits. The Subgrantee will bid the project, and the selected contractor will abide by the ASSURANCES --CONSTRUCTION PROGRAMS attached to these Terms and Conditions and made a part of this contract as Addendum D.
4. The Subgrantee must submit the project plans and specifications, including all contract documents and any subsequent changes, to the Department for timely review and approval, which shall not be unreasonably denied.
5. The project must be in compliance with the Forest Conservation Act of 1991 and the Maryland Economic Growth, Resource Protection, and Planning Act of 1992 prior to the reimbursement of any State (Department) funds.
6. The Department reserves the right to revert any unexpended federal or state funding or unencumbered balance from this contract during the duration of the project.
7. The Subgrantee will publicly advertise the project for bids. Bids will then be received, reviewed, and compiled by the Subgrantee. The Department reserves the right to have a representative present at the bid opening.
8. The Subgrantee will prepare a tabulation of bids and submit it to the Department with comments and recommendations **prior to the award of any contract.**
9. The Subgrantee must submit project invoices illustrating percentage of project completed, percentage of project spending by task category and a copy of paid canceled check(s) or certification that payment has been made for reimbursement to the Department until completion of the project.
10. The project shall be completed in accordance with the terms and conditions of any Maryland Department of Natural Resources Waterway Improvement Fund Applications and Grant Agreement, if applicable.

11. The project and facilities and all records, books, papers or documents pertaining thereto shall at all reasonable times be open and available for inspection by the Department, its agents and designees.
12. The Subgrantee shall post signs about the project, in a prominent location, identifying the project as a “Public Facility” and shall place a permanent sign, approved by the Department, acknowledging funding by the BIG and crediting the federal Sport Fish Restoration program. The Department may provide generic premade crediting signs, if so, the Subgrantee shall post.

The Subgrantee must give clear information using signs or other methods to direct BIG eligible users to the facility, include restrictions and operating periods and restrict ineligible use at any part of the BIG-funded facility designated only for BIG eligible use.

All press releases and grant related events shall be coordinated with the Department.

13. The Subgrantee agrees to manage and operate the proposed project in reference to litter, refuse and provide necessary supervision assuring facility improvements will be high in quality.
14. The Subgrantee shall provide and maintain adequate sanitation and sanitary facilities and shall keep them safe for public use and in good, operable condition.
15. The Subgrantee will assure that the Project facility will be designed and constructed for handicapped persons pursuant to MD. Code Ann., State Finance and Procurement Article, §2-501 et seq. and the Americans with Disabilities Act (ADA).
16. The Subgrantee must submit to the Department a recorded and Registry stamped Notice of Grant Agreement (NOGA) that the Subgrantee has entered into the property’s land records. The NOGA must be in a format and must contain wording that is acceptable to both the Department and USFWS. No federal and/or state funding will be expended on this project, and no reimbursements will be processed by the Department, until this requirement has been met. The purpose of the NOGA is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this agreement.

**Additional Terms & Conditions That Apply to subgrantees that are privately owned entities**

In addition to the requirements noted above, privately owned marinas/facilities have the following requirements:

1. In addition to a NOGA, a Record Covenant Agreement detailing the grant conditions must be included in the property records for the marina/facility (if recommended by OAG).

2. PERFORMANCE BOND (((((OR PERSONAL GUARANTEE))))).

II. Additional Obligations of the Subgrantee after Construction Completion.

The federal BIG **grant period of performance (PoP)** is XXXXXX to XXXXXX. The grant funds will be obligated for the duration of the PoP or any subsequent extension period. The Subgrantee must complete the project during this period. Once the project is completed and final inspection is conducted, the Subgrantee must maintain the BIG funded facility for the intended purposes throughout the useful life of the facility.

1. In addition to any other obligations which are imposed upon the Subgrantee under the provisions of this Contract, within thirty (30) days after completion of the project, as certified by the Department, the Subgrantee agrees to assume, at its sole cost and expense, responsibility for the operation, management and maintenance of the project facilities and premises in accordance with these terms and conditions for the specified term of **XXXX (XX)** years.
2. The Subgrantee, at its sole cost and expense, will carry out in a timely manner and assume full responsibility for any periodic maintenance and repair work on the project area that may be necessary, in particular, any work that would effect the integrity of the project.
3. Upon completion of the project, the Subgrantee shall assume full responsibility for its supervision which shall consist of surveillance and law enforcement as may be necessary for the suppression of vandalism and the protection of persons and property.
4. Once the project is complete and the federal BIG grant is closed, the Subgrantee shall submit status report every five years, in a format approved by the Department, for the entire useful life (XX years) of the project. At a minimum, the reports will certify that: 1) the use of the BIG funded facility remains the same as originally intended; 2) that BIG project income is being kept in a separate account, and is being used only for the operation and maintenance of the facility.

**For subgrantees that are privately owned entities, such report shall be completed by an independent auditor at the subgrantee's own expense.**

5. The Subgrantee shall not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired, constructed or improved by Subgrantee with BIG Grant funds without notifying the Department in writing first. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Subgrantee. The Subgrantee shall give the Department written notice at least sixty (60) calendar days before any

proposed transfer or disposition. If the Department permits transfer or disposition, Subgrantee may be required to repay the Department the entire BIG Grant amount without any proration as determined by the Department in its sole discretion.

A BIG Grant Assignment/Transfer Form must be completed by transferor/transferee and approved by the Department. The Department will only consider and grant a change of subgrantee if the new potential owner/partner/subgrantee signs a legally binding agreement indicating that: 1) they will continue to comply with all terms and conditions contained in this LCA, 2) provide the Department with any requested information (including an auditing report) in order to help the Department assess any risk of future non-compliance to the federal grant.

## ADDENDUM C

### DEPARTMENT OF NATURAL RESOURCES GENERAL CONDITIONS FOR MEMORANDA OF UNDERSTANDING REV. 5/12 [For Contracts Exempt from Procurement]

#### ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to contracts exempt from the requirements of State Finance and Procurement Article, §11-101 et seq. of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Memorandum of Understanding (“Memorandum” or “MOU”) executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the MOU are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Memorandum shall govern and control.

Specific terms used in this document have the following meaning:

- A. “Contract” means the agreement between the Department and the Contractor for performance of services, including the MOU, Scope of Work and these General Conditions.
- B. "Scope of Work" or "Work" refers to the specific contractual obligation of the Contractor as identified in the MOU or other work statement incorporated into the Contract.
- C. "Contractor" means the State agency, political subdivision or government obligated to perform services for the Department under this Contract.
- D. "Department" means the Maryland Department of Natural Resources.

#### ARTICLE II - THE PARTIES

A. Independent Contractor - The Contractor is not an employee of the Department but is an independent contractor. The Contractor shall be responsible for providing all supplies and materials necessary for performance of all work under the Contract, and for withholding any taxes and social security payments due in relation to the Contract. The Contractor is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Notices - Service of any notice required by the Contract shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the MOU. If no contract representative is named, then the person executing the MOU for a party shall be the contract representative for purposes of notice.

### **ARTICLE III - PERFORMANCE**

A. Standard of Performance - The Contractor is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and work pursuant to this Contract, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Contractor agrees to prosecute all work under this Contract continuously and diligently and to meet all milestones contained in the Contract. The Contractor further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Contractor shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any subcontract, the Contractor agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Contract unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Contractor, may at any time make any change in the work within the general scope of the Contract. Within fifteen (15) days of receipt of a Notice of Change, the Contractor shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Contract provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed With Changes, upon receipt of which the Contractor shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the contractual obligation. Each contract modification or change order that affects contract price is subject to the prior written approval of the Department.

E. Suspension of Work – N/A

F. Disputes - If the Contractor intends to assert a claim against the Department, the Contractor shall do so within 30 days of the date the Contractor knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract.

#### **ARTICLE IV - PROPERTY**

The Contractor shall notify the Department in advance of public disclosure of any information related to this Contract, unless such disclosure is compelled by legislative or judicial process. The Contractor shall in all cases submit to the Department three (3) copies of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Contract which the Contractor desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Contractor to the Department at least thirty (30) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Contractor shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Contract. Furthermore, upon receipt of a written request from the Department, the Contractor shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Contractor may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Contract. With respect to any subject invention in which the Contractor retains title, the Department, and in those cases where federal money is involved, the federal government, shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Contractor shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Contract. Furthermore, the Contractor agrees that, if at any time during the course of performance of this Contract, it should become aware of a potential conflict between the rights of the Department under this Contract, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Contract may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Contractor assumes the risk that any materials, equipment, process, or other items required under the Contract or furnished by the Contractor are subject to any patent, copyright, trademark, trade secret or other property right of another. The Contractor shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Contractor shall defend all suits or claims of infringement of any patent,

copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment – Equipment purchased with grant funds must be used to meet grant objectives during and after the grant period. When equipment is not needed or no longer useful for its original purpose, it may be used for other Boating Infrastructure Grant Program projects. If equipment is no longer useful to the grantee, it may be transferred or sold, and the awarding agency reimbursed its proportionate share of the current market value or purchase price, respectively. The reimbursement may be treated as program income both during and after the grant period with which the equipment was purchased. When the equipment has reached the end of its useful life, or its value is less than \$5,000, it may be disposed of in accordance with the grantee’s procedures. The current status of the equipment and anticipated use or disposition of the equipment during its expected useful life must be described in the final performance report.

#### **ARTICLE V - INDEMNIFICATION**

A. Department Saved Harmless - Recognizing that the Contractor is a government agency and, as such, is subject to limitations on the indemnity that it can legally provide, the Contractor agrees, to the fullest extent permitted by law, to indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Contract, either by the Contractor or any subcontractor, or their employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the MOU, the Contractor shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing “Department Saved Harmless” clause shall be filed with the Department.

#### **ARTICLE VI - WARRANTIES AND DISCLOSURES**

A. Nondiscrimination in Employment - The Contractor agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Contractor hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **ARTICLE VII - ACCOUNTING**

A. Retention of Records - Audit - The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Contractor to verify invoices submitted pursuant to this Contract.

B. Payment of State Obligations - Payments to the Contractor shall be made in accordance with the terms of the MOU. Charges for late payment are prohibited.

## **ARTICLE VIII - DURATION**

A. Effective Date - It is understood and agreed by the parties hereto that this Contract and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this contract may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

C. Termination for Default - If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the Contract, the Department may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination and shall provide the Contractor with thirty (30) days to cure before terminating the contract. All finished or unfinished work provided by the Contractor shall, at the Department's option, become the Department's property. The Department shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain

liable after termination and the Department can affirmatively collect damages.

D. Multi-Year Restriction - If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available. The Contractor may not recover anticipatory profits or costs incurred after termination.

## **ARTICLE IX - LEGAL**

A. Severability - If any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable - Unless otherwise authorized by the Board of Public Works, this Contract shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

**APPROVED** as to form and legal sufficiency  
Office of the Attorney General  
Department of Natural Resources  
May 2012

## **ADDENDUM D**

### **U.S. Fish and Wildlife Service**

#### **ASSURANCES - CONSTRUCTION PROGRAMS**

**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 assistance 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 costs) 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.
8. 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).
9. 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.
10. Will comply with all Federal statutes relating to non-discrimination. 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.
11. 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the 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.
13. 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.

14. Will comply 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.
15. 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).
16. 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.
17. 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), EO11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. 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."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

## Addendum E

U.S. Fish and Wildlife Service

### **General Award Terms and Conditions**

Effective Date: December 31, 2020

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the Service removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in [2 CFR §§200.339—343](#).

### **Administrative Requirements, Cost Principles, and Audit Requirements**

The requirements in this section do not apply to individuals receiving an award separate from any business or organization he or she may own or operate. The Service will describe all administrative and cost requirements and restrictions for awards to individuals in their Notice of Award. The requirements in this section apply to for-profit entities only when the Service specifically incorporates them by reference in a Notice of Award.

The requirements in this section apply to foreign public entities and foreign organizations, unless otherwise described in this section. Foreign public entities and organizations must comply with any special considerations and requirements specific to their entity type, unless otherwise noted within this document. Foreign public entities must comply with those specific to states. Foreign higher education institutions must comply with those specific to Institutions of Higher Education.

#### **Administrative Requirements**

[2 CFR Part 200, Subparts A—D](#), as supplemented by [2 CFR Part 1402—Financial Assistance Interior Regulation](#) and including the provisions in 2 CFR §1402.112 and §1402.315. Foreign public entities must follow payment procedures in 2 CFR §200.305(b). The requirements in 2 CFR §§200.321—323 do not apply to foreign public entities or foreign organizations.

[Appendix XII to 2 CFR Part 200—Award Term and Condition for Recipient Integrity and Performance Matters](#). Applies to awards with a total Federal share of more than \$500,000, except for awards to foreign public entities.

## Cost Principles

[2 CFR Part 200, Subpart E—Cost Principles](#). These cost principles apply to all domestic and foreign non-Federal entities except non-profit organizations identified as exempt in Appendix VIII to 2 CFR Part 200. The Authorized Representative's signature on a standard application form submitted to the Service represents their certification that the entity's financial management system meets 2 CFR §200.302 Financial management requirements. The non-Federal entity's financial management system must be sufficient to:

- 1) Permit the preparation of required reports;
- 2) Trace funds to a level of expenditures adequate to establish that the entity has used such funds per Federal statutes, regulations, and terms and conditions of the Federal award;
- 3) Provide for the requirements in 2 CFR §200.302(b); and
- 4) Comply with §§200.334 Retention requirements for records, 200.335 Requests for transfer of records, 200.336 Methods for collection, transmission and storage of information, and 200.337 Access to records.

[48 CFR Subpart 31.2—Contracts with Commercial Organizations](#). These cost principles apply to non-profit organizations identified in Appendix VIII to 2 CFR Part 200. They also apply to for-profit entities when specified in their Notice of Award.

### Indirect Cost Proposals

- Institutions of Higher Education: [Appendix III to 2 CFR Part 200](#)
- Nonprofit organizations: [Appendix IV to 2 CFR Part 200](#)
- States, local government agencies, and Indian tribes: [Appendix VII to 2 CFR Part 200](#)
- For-profit entities: Contact the [DOI National Business Center, Office of Indirect Cost Rate Services](#)

See also the DOI negotiated indirect cost rate deviation policies at [2 CFR §1402.414](#).

## Audit Requirements

[2 CFR Part 200, Subpart F—Audit Requirements](#). These audit requirements apply to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. They do not apply to foreign public entities, foreign organizations, or for-profit entities.

## Statutory and National Policy Requirements

The following statutory and national policy requirements apply to all recipients, including individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise described in this section.

[Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management](#). Does not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

[Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation](#). Does not apply to any individual receiving a Federal award as a natural person. See 2 CFR 170 for

other exceptions.

[2 CFR §175.15—Award Term for Trafficking in Persons](#). Applies to private entities as defined in 2 CFR §175.25(d), and to awards to States, local governments, Indian tribes or foreign public entities, if funding could be provided under the award to a private entity as a subrecipient.

[2 CFR Part 1400—Nonprocurement Debarment and Suspension](#). Recipients are responsible for ensuring they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also [2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension \(Nonprocurement\)](#). See 2 CFR §180.215 for nonprocurement transactions that are not covered transactions.

[2 CFR Part 1401—Requirements for Drug-Free Workplace \(Financial Assistance\)](#). Does not apply to foreign public entities or foreign organizations.

[43 CFR Part 18—New Restrictions on Lobbying](#). The Authorized Representative’s signature on a standard application form submitted to a DOI bureau or office certifies to the statements in [Appendix A to 43 CFR Part 18—Certification Regarding Lobbying](#). These restrictions do not apply to such Indian tribe, tribal organization, or any other Indian organization expenditures specifically permitted by other Federal law.

[41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government](#)

## **National Policy Encouragements**

[E. O. 13043—Increasing Seat Belt Use in the United States](#). Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

[E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving](#). Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.