- 1. Federal Award No.
- 4. Award To

City of Watsonville 250 Main St Watsonville, CA 95076

Unique Entity Id.: KM1BKS1MGU5 TIN No.: 94-6000451

6. Period of Performance Effective Date of Award – <u>12/31/202954 months</u>

8. Type of Agreement Grant

- 10. Procurement Request No. <u>HSA250503PR[insert PR Number]</u>
- **12.** Submit Payment Requests To See Article 5.
- 14. Description of the Project

Development of Safety Action Plan for the City of Watsonville, CA. Includes Active Transportation Plan and Local Road Safety Plan.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature

Name: Courtney Lindberg

Date

Title: Public Works and Utilities Director

- 2. Effective Date
See No. 16 Below3. Assistance
Listings No.
20.939
- 5. Sponsoring Office

 U.S. Department of Transportation
 Federal Highway Administration
 Office of Safety
 1200 New Jersey Avenue, SE
 HSSA-1, Mail Drop E71-117
 Washington, DC 20590

7.	Total Amount	
	Federal Share:	\$320,000
	Recipient Share:	\$80,000
	Other Federal Funds:	\$0
	Other Funds:	\$0
	Total:	\$400,000

- **9.** Authority Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)
- 11. Federal Funds Obligated \$320,000
- 13. Accounting and Appropriations Data [insert Data]

FEDERAL HIGHWAY ADMINISTRATION 16. Signature of Agreement Officer

Signature Name: <u>Veronica Jacobson</u> Title: Agreement Officer Date

Attachment 1 Page 1 of 15

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Watsonville, CA (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the development of a Safety Action Plan that includes Active Transportation Plan and Local Road Safety Plan elements.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at <u>https://www.transportation.gov/grants/ss4a/grant-agreements</u> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: FY24 Safe Streets and Road for All

Application Date: 8-29-2024

2.2 Award Amount.

SS4A Grant Amount: \$320,000

2.3 Federal Obligation Information.

Alternative #1: The city plans to pursue Alternative 1 for the obligation of SS4A grant funding.

Federal Obligation Type: Single

2.4 Budget Period.

Alternative #1: All funds are being obligated at once.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The FY24 Safe Streets and Roads for All project for the City of Watsonville, CA will develop a Safety Action Plan for the City with focused Active Transportation Plan and Local Road Safety Plan elements.

The project will be completed in one phase.

Base Phase: Pre-NEPA: This is a Planning grant for development of a Safety Action Plan, no NEPA requirements are planned.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: Not Applicable

Option Phase 2: Construction: Not Applicable

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	11/31/2029
Planned SS4A Final Report Date:	12/31/2029

Project's Estimated Costs.

(a) Eligible Project Costs

-

Eligible Project Costs	
SS4A Grant Amount:	\$320,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$80,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$400,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Not Applicable

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause Attachment 1 the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Courtney Lindberg Public Works and Utilities Director City of Watsonville 250 Main Street M: (805) 320-0944 courtney.lindberg@watsonville.gov

4.2 Recipient Key Personnel.

Name	Title or Position	
Murray Fontes	Watsonville, Asst. Director	
Jaime O. Rodriguez	Consultant – Transportation Division	

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager Federal Highway Administration Office of Safety HSSA-1, Mail Stop: E71-117 1200 New Jersey Avenue, S.E. Washington, DC 20590 202-366-2822 <u>SS4A.FHWA@dot.gov</u>

and

Agreement Officer (AO) Federal Highway Administration Office of Acquisition and Grants Management HCFA-42, Mail Stop E62-310 1200 New Jersey Avenue, S.E. Washington, DC 20590 202-493-2402 <u>HCFASS4A@dot.gov</u>

and

03-17-2025

Division Administrator – California Agreement Officer's Representative (AOR) 650 Capitol Mall Sacramento, CA 95814 916-498-5015 <u>Hdaca@dot.gov</u> and

Mike Shami California Division Office Lead Point of Contact Discretionary Grants Manager 650 Capitol Mall Sacramento, CA 95814 M: (916) 498-5853 mike.shami@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- **6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- **6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- **6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- **6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6 There are no other special grant requirements.

ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

Study Area: Entire City Limits of the City of Watsonville, CA

Baseline Measurement Date: 10-31-2025

Baseline Report Date: 12-31-2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Not Applicable

Scope: <u>N/A</u>

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

x	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. (Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

This Planning project anticipates the use of professional consultant services; no construction activities are planned.

ATTACHMENT F CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

The Recipient demonstrates, prior to the signing of this agreement, effort to
consider and address physical and cyber security risks relevant to the
transportation mode and type and scale of the activities.
The Recipient appropriately considered and addressed physical and cyber
security and resilience in the planning, design and oversight of the project, as
determined by the Department and the Department of Homeland Security.
The Recipient complies with 2 CFR 200.216 and the prohibition on certain
telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. The grant does not include purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]