

Jefferson County Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, PE, Public Works Director/County Engineer 

Agenda Date: April 28, 2025

Subject: Interlocal Agreement between Jefferson County and the City of Port Townsend for FHWA Safe Streets for All joint grant award.

Statement of Issue:

This Interlocal Agreement is intended to lay out the roles and responsibilities for the jointly awarded Federal Highways Administration (FHWA) Safe Streets For All (SS4A) grant between the City of Port Townsend and Jefferson County.

Analysis/Strategic Goals/Pros & Cons:

The City and County were jointly awarded a SS4A planning grant for the development of coordinated comprehensive safety action plans for each agency, with the City agreeing to be the lead agency. These plans are a prerequisite for future FHWA SS4A implementation (construction) grants. This coordinated effort was advanced particularly in consideration of the SR20/Mill Road/Discovery Road intersection(s).

Fiscal Impact/Cost-Benefit Analysis:

The City and County desire to work in partnership for efficiency in grant administration. The County shall pay for grant match consistent with the grant agreement in the amount of \$20,500.

Recommendation:

Sign the attached Interlocal Agreement and return to Public Works. A fully executed version will be returned to the BoCC.

Department Contact: Eric Kuzma, 360-385-9167

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: City of Port Townsend

Contract No:

PT 2025-038

Contract For: InterLocal Agreement for FHWA SS4A Grant

Term: until terminated

COUNTY DEPARTMENT: Public Works
Contact Person: Eric Kuzma
Contact Phone: 360-385-9167
Contact email: ekuzma@co.jefferson.wa.us

AMOUNT: N/A

Revenue: N/A

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☒ Other: ILA

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Eric Kuzma

Digitally signed by Eric Kuzma
DN: cn=Eric Kuzma, o=Jefferson County, ou=Public Works, email=ekuzma@co.jefferson.wa.us, c=US
Date: 2025.04.16 13:22:37 -0700

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Eric Kuzma

Digitally signed by Eric Kuzma
DN: cn=Eric Kuzma, o=Jefferson County, ou=Public Works, email=ekuzma@co.jefferson.wa.us, c=US
Date: 2025.04.16 13:22:37 -0700

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 4/16/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 4/16/2025.
✓ ILA with City of PT for roles and responsibilities related to grant.
Standard language included.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



Department of Public Works
Jefferson County, Washington

623 Sheridan Street
Port Townsend, WA 98368
360-385-9160

June 28, 2023

City of Port Townsend
Attn: Laura Parsons
250 Madison street, Suite 2R
Port Townsend, WA 98368

Subject: **Multijurisdictional 2023 SS4A Action Plan Grant Application**

Dear Ms. Parsons,

This letter is intended to document that Jefferson County concurs with having the City of Port Townsend act as the lead applicant for a 2023 Safe Streets for All (SS4A) Planning and Demonstration Grant application with the County as a joint applicant. In an effort to reduce duplicative SS4A applications, Jefferson County and the City of Port Townsend are submitting one application consistent with the guidance provided in the 2023 SS4A Notice of Funding Opportunity. If awarded, the City will act as the lead agency for the grant.

This letter is also intended to document Jefferson County's concurrence with the structure of the grant application that will request funds for the completion of two coordinated SS4A Action Plans, one for Jefferson County and one for the City of Port Townsend. The City's Plan will cover all roadways within the Port Townsend city limits, including State Routes. The County's Plan will address all County Roads and State Routes beyond the City of Port Townsend city limits.

This approach is intended to make both agencies eligible for future Bipartisan Infrastructure Law SS4A Implementation Grant opportunities in the pursuit of reducing roadway and street-related injuries and fatalities. The City and County have coordinated this non-duplicative effort and are committed to cooperating where appropriate.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Kuzma".

Eric Kuzma
Asst. Public Works Director
Jefferson County Public Works

**INTERLOCAL AGREEMENT
RE: SAFE STREETS FOR ALL GRANT JOINT APPLICATION**

Between
Jefferson County
and the
City of Port Townsend

This Interlocal Agreement is intended to lay out the roles and responsibilities for the jointly awarded Safe Streets For All (SS4A) Federal Grant between the City of Port Townsend (City) and Jefferson County (County).

WHEREAS, the City and County jointly applied for a SS4A planning grant, and

WHEREAS, the grant pays for the development of comprehensive safety action plans for each, the City and County, and

WHEREAS, the City and County each committed match funding for the grant, and

WHEREAS, the City agreed to be the lead agency including grant administration, hiring a consultant, and grant compliance, and

WHEREAS, the successful completion of the grant requirements are a pathway to future transportation related funding, and

WHEREAS, the City and County desire to work in partnership for efficiency in grant administration and successfully complying with the terms of the grant agreement attached hereto as Exhibit A.

NOW, THEREFORE, based on the mutual understanding made in this Interlocal Agreement, the parties agree:

1. **Effective Date.** The effective date of this Agreement is the date the last party signs this Agreement.
2. **Project.** The project is to prepare two coordinated Comprehensive Safety Action Plans that meet all SS4A self-certification requirements. One plan will be for the City of Port Townsend and will cover all roads within the city limits, including state routes. The other plan will be for Jefferson County and will cover all roads and state routes in Jefferson County outside of the City of Port Townsend city limits. The project also incorporates coordination of safety improvement planning for the joint Gateway Project..
3. **Authority.** This Agreement is based upon the authority of the interlocal cooperation act, Chapter 34.30 RCW, which authorizes local municipal corporations to enter into agreements to assist and cooperate with each other to better serve the needs of the municipal corporations and the local community. Each Party shall conduct its own administration of this Agreement. The Parties do not anticipate acquiring any property as part of this Agreement, but recognize the future work will involve property acquisition.

4. Definitions.

- a. Agreement. "Agreement" means this Interlocal Agreement on the joint City/County Safe Streets For All Grant.
- b. City. "City" means the City of Port Townsend, Washington.
- c. "Consultant" means engineering consultant to develop Safety Action Plans to be jointly selected through solicitation process meeting Federal requirements.
- d. County. "County" means Jefferson County, Washington.
- e. Parties. "Parties" means both the City and the County.
- f. Comprehensive Safety Action Plan. "Comprehensive Safety Action Plan" means a written document that identifies a comprehensive set of both City and County projects and strategies to address roadway safety problems. The plan proposes times ranges when projects and strategies will be deployed, and an explanation of project prioritization criteria. It specifically lists low-cost, high-impact strategies that can improve safety over a wider geographic area. The plan also looks at innovative technologies to promote safety and equity and may include proposing safety elements to currently programmed projects.
- g. SS4A. "SS4A" means Safe Streets For All as developed by the USDOT and administered by the Federal Highways Administration (FHWA).

5. SS4A Grant Execution.

- a. The City shall lead the process of complying with the terms of the grant agreement attached hereto as Exhibit A.
- b. The City shall provide the County with a completed Safety Action Plan and associated analysis.
- c. The City shall provide the County invoices that document expenditures and the County's reimbursement amounts.
- d. The City and County will work together to jointly administer the grant with the City having the lead agency role including grant documentation and grant accounting in accordance with the grant agreement attached hereto as Exhibit A.
- e. The County shall participate and provide County data and guidance to support the consultant's successful development of the County's Safety Action Plan.
- f. The County shall provide records as required for grant documentation.

- 6. **County Contribution.** The County shall pay for grant match consistent with the grant agreement in the amount of \$20,500.

7. Term of this Agreement.

- a. This Agreement shall remain in effect (a) until the City provides the County with the County's Action Plan; or, (b) until terminated by either Party as provided for in Section 7.c., whichever shall occur first.
- b. Grant Agreement compliance. Each party shall be responsible to pay their share of any reasonable remedy necessary for grant compliance to the satisfaction of the Federal Highways Administration and/or any agency with audit authority.
- c. Either Party may terminate this Agreement for cause, before its expiration by providing the other Party at least 30 days prior written notice. Termination resulting in failure to comply with the terms of the grant agreement shall be subject to section 7.b.

8. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

9. Indemnification.

- a. To the fullest extent allowed by law, the City will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants, or representatives. To the fullest extent allowed by law, the County will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants or representatives.
- b. Each Party agrees to defend and indemnify the other Party and its officers, officials, employees, agents and volunteers (and their marital communities) from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its officers, officials, employees, agents and volunteers (and their marital communities) to perform this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated.
- c. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from unenforceability or invalidity of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded on account of the unenforceability or invalidity of such City ordinance against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- d. This provision shall survive the termination of this Agreement.

10. Non-Payment and Other Defaults. If any default occurs, upon thirty (30) days written notice by the City to the County regarding failure to make any payment required, and in the event same shall not be cured within sixty (60) days, then the City shall be entitled, without further notice or demand, to give notice of termination in Section 7.c. including any other remedy granted at law or in equity.

11. Disputes. Disputes shall be referred to the County Administrator and the City Manager for settlement. If disputes are not resolved by the Parties within thirty (30) days of the referral, unless the Parties agree to an extension of time, the dispute shall be referred to an arbitrator mutually agreed upon by the City and County. Or if they cannot agree to an arbitrator, the Parties may apply to the presiding judge of the Jefferson County Superior Court to appoint an arbitrator. The arbitrator's decision shall be final and binding on both Parties; provided however, an arbitrator's decision may be appealed to Superior Court if it is based on an error of law, is arbitrary and capricious, is not founded on substantial facts or exceeds the authority of the arbitrator. Each Party shall pay one-half of the arbitrator's fee. If mutual written consent to apply to appoint an arbitrator is not reached, either Party may seek court action to decide the disputed contract provision.

12. Notice. Any notice required to be given by either Party to the other shall be deposited in the United States mail, postage prepaid, addressed:

To the County at:

Jefferson County Administrator
P.O. Box 1220
Port Townsend, WA 98368

To the City at:

City Manager
250 Madison Street
Port Townsend, WA 98368

Or, at such other address as either Party may designate to the other in writing from time to time.

All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed. Nothing in this section shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

13. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements, contracts, and understanding, written or oral. The Parties agree there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. Any previous agreements, understandings oral or otherwise, are revoked.

- 14. Headings.** The headings of the sections of this Agreement are for convenience of reference only and do not restrict, affect, or be of any weight in the interpretation or construction of the sections or this Agreement.
- 15. Construction of Agreement.** The Parties negotiated this Agreement at arms-length, with the assistance and advice of competent, independent legal counsel. If a dispute arises between the Parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any Party nor for any Party.
- 16. Execution.** This Agreement is executed by each Party acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each Party upon that Party's execution of a counterpart original.
- 17. Administration.** This Agreement will be administered by the City. This Agreement does not create any separate legal or administrative entity. However, nothing in this Agreement is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Parties during the Annual Review. Further, the Parties understand and agree there will be communication between the Parties to effectuate the terms of this Agreement.
- 18. No Joint Budget.** This Agreement does not contemplate a joint budget.
- 19. Property Acquisition and Disposition.** This Agreement does not contemplate the joint acquisition of property by the Parties. At termination, each Party will remain the sole owner of its own property.
- 20. Applicable Law and Venue.** The Parties signed this Agreement in the State of Washington. The laws of the United States, the State of Washington, and the County of Jefferson govern this Agreement, as if applied to transactions agreed upon and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No Party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement. The venue for any court action will be in Kitsap County Superior Court.
- 21. Nondiscrimination.**
- a. The Parties agree not to discriminate against any employee or applicant for employment or any other to perform this Agreement because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as required by law, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
 - b. The Parties shall comply with all federal, state, or local laws, ordinances, rules, or regulations regarding nondiscrimination and equal employment opportunity applicable to the work to be done under this Agreement.

- c. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension, in whole or in part.
- 22. Waivers.** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power be taken to be a waiver of any other breach.
- 23. Records Retention.** The Parties shall keep and maintain all records required by law in connection with the performance of this Agreement.
- 24. Public Records Requests.** The County shall be responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act. The City shall be responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act.
- 25. Challenges.** The entry into this Agreement shall not be construed to be a waiver or abandonment of any defense or claim either party may have against the other notwithstanding the entry into this Agreement.
- 26. Mutual Objectives.** Each Party agrees to aid and assist the other in carrying out the objectives of this Agreement.
- 27. Authority.** Each person who signed this Agreement acted with authority granted, where required, by a governing body of a party.
- 28. Filing with the County Auditor.** Within 10 days of the effective date, the County shall file this Agreement with the Jefferson County Auditor.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Heather Dudley-Nollette, Commissioner Date

By: _____
Greg Brotherton, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

 for 04/16/2025

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

CITY OF PORT TOWNSEND

By: _____
John Mauro, City Manager Date

Exhibit A
SS4A Grant Agreement between the City and Federal Highways Administration

1. Federal Award No.

693JJ32540284

2. Effective Date

See No. 16

Below

3. Assistance Listings No.

20.939

4. Award To

City of Port Townsend

250 Madison Street, Suite 2R

Port Townsend, WA 98368

Unique Entity Id.: DBHSWAXBRWU5

TIN No.: 91-6001267

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

6. Period of Performance

24 months from effective date of award.

7. Total Amount

Federal Share: \$164,000

Recipient Share: \$61,500

Other Federal Funds: \$0

Other Funds: \$0

Total: \$225,500

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. Procurement Request No.

HSA240197PR

11. Federal Funds Obligated

\$164,000

12. Submit Payment Requests To

See Article 5

13. Accounting and Appropriations Data

15X0173E50.0000.055SR10500.5592000000.410

10.61006600

14. Description of the Project

SS4A Action Plans for City of Port Townsend and Jefferson County

RECIPIENT

15. Signature of Person Authorized to Sign

 1.3.25
Signature Date

Name: John Mauro

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

RYAN JOSEPH BUCK
Digitally signed by RYAN JOSEPH BUCK
Date: 2025.01.14 16:53:10 -05'00'

Signature

Date

Name: Ryan Buck

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 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 Port Townsend (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the SS4A Action Plans for City of Port Townsend and Jefferson County.

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 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 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 (BIL, 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: SS4A Action Plans for City of Port Townsend and Jefferson County

Application Date: June 30, 2023

2.2 Award Amount.

SS4A Grant Amount: \$164,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

Budget Period: See Block 6 of Page 1

2.4 Grant Designation.

Designation: Planning

ARTICLE 3 SUMMARY PROJECT INFORMATION

2.5 Summary of Project's Statement of Work.

The project will be completed in one phase as follows:

The work will prepare two coordinated Comprehensive Safety Action Plans that meet all SS4A self-certification requirements. One plan will be for the City of Port Townsend and will cover all roads within the city limits, including state routes. The other plan will be for Jefferson County and will cover all roads and state routes in Jefferson County outside of the City of Port Townsend city limits. The scope of work for each plan will include work in the following six areas:

- Public Institutional Commitment and Oversight
- Systemic Transportation Network Crash and Roadway Risks/Needs Analysis
- Public Engagement and Equity Impact Assessment
- Policy/Plan/Procedure/Standards Assessment
- Action Plan Development
- Project Management

2.6 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
NEPA Completion Date:	May 29, 2024
Planned Draft Plan Completion Date:	June 15, 2026
Planned Final Plan Completion Date:	August 15, 2026
Planned Final Plan Adoption Date:	September 15, 2026
Planned SS4A Final Report Date:	September 15, 2026

2.7 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$164,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$61,500
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$225,500

(b) 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 the Recipient to exceed the total obligated funding.

ARTICLE 3 RECIPIENT INFORMATION

3.1 Recipient Contact(s).

John Mauro
City Manager
City of Port Townsend
250 Madison Street
360-379-5043
jmauro@cityofpt.us

3.2 Recipient Key Personnel.

Name	Title or Position
Steve King, P.E.	Director of Public Works City of Port Townsend
Laura Parsons, P.E.	Civil Engineer III City of Port Townsend
Eric Kuzma	Asst. Public Works Director / Engineering Services Manager Jefferson County

3.3 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
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Washington
Agreement Officer's Representative (AOR)
711 Capital Way S. Suite 501
Olympia, WA 98501
(360)753-9480
hdawa@dot.gov

and

Joel Barnett
Washington Division Office Lead Point of Contact
Division Safety and Design Engineer
Washington Division
711 Capitol Way S. Suite 501
Olympia, WA 98501
(360) 534-9323
Joel.Barnett@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. Note: This clause is only applicable to grants that do not include construction.

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** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City Limits, City of Port Townsend, County Wide Jefferson County

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
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" in Section 3.3 of the table.

Scope: No Change to the Scope since the application.

Schedule: The dates in this agreement have been changed from the dates in our application based on information obtained since we completed our application.

Budget: No Change to Budget

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

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

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The project will include reviewing and identifying initiatives and projects to support underserved citizens in the City.

ATTACHMENT D

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>

	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

As part of this project, the City will identify and review climate change and environmental justice impacts of projects recommended by the Action Plan.

ATTACHMENT E LABOR AND WORKFORCE

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

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient 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. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient 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 the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

As part of this project, the City will identify and review options to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards on projects recommended by the Action Plan.