Federal Award No. 693JJ32640015

Award To

City of Huntington Beach

2000 Main St.

Huntington Beach, CA 92648

Unique Entity Id.: LKKFRC4PW7L4

TIN No.: 95-6000723

6. Period of Performance

Effective Date of Award – 36 months

Type of Agreement

Grant

10. Procurement Request No. HSA250282PR

12. Submit Payment Requests To

14. Description of the Project

See Article 5.

Supplemental planning, pilot program safety training, and demonstration pop-up activities related to a SRTS Plan

encompassing 40 schools in 5 school districts.

RECIPIENT

Signature

15. Signature of Person Authorized to Sign

Date

Signature

Name: Travis Hopkins

Title: City Manager

APPROVED AS TO FORM

MICHAEL J. VIGLIOTTA CITY ATTORNEY CITY OF HUNTINGTON BEACH **Effective Date** 

See No. 16 Below

3. Assistance Listings No. 20.939

**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

**Total Amount** 7.

Federal Share:

\$500,000

Recipient Share:

\$125,000

Other Federal Funds:

\$ 0

Other Funds:

\$ 0

Total:

\$625,000

Authority

Section 24112 of the Infrastructure Investment and Jobs Act

(IIJA, Pub. L. 117-58, November 15, 2021)

11. Federal Funds Obligated

\$500,000

13. Accounting and Appropriations Data

15X0174E50.0000.055SR30500.5592000000.1010.61006600

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Date

Name: Veronica Jacobson

Title: Agreement Officer

#### 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 Huntington Beach (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Huntington Beach Safe Routes to School Plan.

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 November 4, 2025, which is available at <a href="https://www.transportation.gov/grants/ss4a/grant-agreements">https://www.transportation.gov/grants/ss4a/grant-agreements</a> 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: Huntington Beach Citywide Safe Routes to School Plan

Application Date: May 15, 2024

2.2 Award Amount.

SS4A Grant Amount: \$500,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

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 project will be completed in one phase as follows:

Project will conduct safety audits at participating schools, identifying connectivity gaps, safety issues, and specific transportation needs for each school's student population. Project will engage with individual school stakeholders through public outreach meetings. Project will identify improvement projects for each participating school, factoring in existing conditions, safety audits, and engagement with individual schools. Project will identify non-engineering programming opportunities, such as e-bike safety trainings and safe routes to school pop-up events on school campuses. Project will develop a Safe Routes to School Plan. No changes to the built environment are expected as a result of this project.

#### 3.2 Project's Estimated Schedule.

### Supplemental Planning Schedule

| Milestone                                   | Schedule Date |
|---|---------------|
| Planned Final Plan Publicly Available Date: | 06/30/2028    |
| Planned SS4A Final Report Date:             | 07/31/2028    |

### Project's Estimated Costs.

### (a) Eligible Project Costs

| Eligible Project             | Costs     |
|------------------------------|-----------|
| SS4A Grant Amount:           | \$500,000 |
| Other Federal Funds:         | \$0       |
| State Funds:                 | \$0       |
| Local Funds:                 | \$125,000 |
| In-Kind Match:               | \$0       |
| Other Funds:                 | \$0       |
| Total Eligible Project Cost: | \$625,000 |

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

#### Reserved

### (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 the Recipient to exceed the total obligated funding.

### ARTICLE 4

#### **CONTACT INFORMATION**

### 4.1 Recipient Contact(s).

Chau Vu
Director of Public Works
City of Huntington Beach
2000 Main St, Huntington Beach, CA 92648
(714) 374-5345
Chau.Vu@surfcity-hb.org

### 4.2 Recipient Key Personnel.

| Name           | Title or Position                |
|----------------|----------------------------------|
| Chau Vu        | Director of Public Works         |
| Bob Stachelski | Traffic & Transportation Manager |
| Megan LeNoue   | Funding Consultant               |

### 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 SS4A.FHWA@dot.gov

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
HCFASS4A@dot.gov

and

Division Administrator – California Agreement Officer's Representative (AOR) 650 Capitol Mall, Suite 4-100 Sacramento, CA 95814 916-498-5001 hdaca@dot.gov

and

Maria Bhatti
California Division Office Lead Point of Contact
Safety Program Manager
650 Capitol Mall, Suite 4-100
Sacramento, CA 95814
916-498-5002
Maria.Bhatti@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

- 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 Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5 There are no other special grant requirements.

# ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

**Study Area:** City of Huntington Beach – 40 schools across five school districts

**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<br>after the end of the<br>period of<br>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<br>after the end of the<br>period of<br>performance |  |

# ATTACHMENT B CHANGES FROM APPLICATION

Scope: N/A

**Schedule**: The schedule times in block 6 of page one and in Article 3.2 of this agreement are different from the schedule in the application narrative and SF-424 submitted with the application materials. The schedule time frame was adjusted to align with the anticipated grant execution and schedule contingency, and to complete a thorough comprehensive safety action plan. The adjusted timeline is now "Effective date of award to 36 months.

Budget: N/A

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                          | The state of the s |   |             | 11, 11, 11, 11, 11, 1 |
| SS4AFunds  |  |   |             |                       |
| Other Federal Funds                                    |  |   |             |                       |
| Non-Federal Funds                                      |  |   |             |                       |
| Total Future Eligible Project<br>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:

|   | 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.   |
|---|---|
|   | 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.  |
|   | 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. |
|   | 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.   |
|   | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies.   |
| X | 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.  |
|   | 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.  |
|   | The Recipient or a project partner has not taken actions related to the Project to improve goodpaying jobs and strong labor standards and will not take those actions under this award.   |

### 2. Supporting Narrative.

All work for this Project will be conducted consistent with the recipient's hiring, employment, and procurement standards and thus support good-paying jobs. The Project will allow for free and fair choice to join a union, consistent with applicable law. Project does not include construction that will change the built environment. However, the City will implement actions during the procurement process of a planning consultant to create good-paying jobs and support strong labor standards by: using formal advertising and publicly soliciting proposals; advertising the RFP to a broad array of local firms; including a preference for the utilization of DBEs, MBEs, and WBEs; conducting the procurement process in a way that ensures fair and open competition; awarding a firm fixed price contract to a responsible bidder meeting needed requirements for the equipment, material or services to be rendered; acquiring City Council approval for purchases and contract awards; and requesting a contract be drafted by the City Attorney for the contractor providing goods and/or services. The City will place qualified DBEs, MBEs, and WBEs on solicitation lists; assure that those businesses are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks to permit maximum participation by DBEs, MBEs, and/or WBEs; establish delivery schedules, where the requirements permit, which encourage participation by DBEs, MBEs, and/or WBEs; and use the services and assistance, as appropriate, of such organizations as the Minority Business Development Agency of the Department of Commerce..

# 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. This grant will not fund the purchase of Information Technology and/or Operational Technology.

### ATTACHMENT G

[RESERVED]