



Puget Sound Regional Council

**Subaward Agreement Between  
Puget Sound Regional Council  
and  
City of Everett  
for  
Safe Streets and Roads for All (SS4A) Safety Action  
Plan**

Date Entered into Agreement: July 28, 2023

**Subaward Agreement #: 2023-10**

## 1.0. SUBAWARD AGREEMENT

<b>Pass-through Entity (PTE):</b> Puget Sound Regional Council	<b>Subrecipient:</b> City of Everett	
<b>Subaward Period of Performance:</b> Start: 07/28/23      End: 12/31/25	<b>Amount Funded:</b> \$788,363	<b>Subaward Agreement #:</b> 2023-10
<b>Federal Awarding Agency:</b> US Department of Transportation	<b>FAIN:</b> 693JJ32340054	
<b>Federal Award Issue Date:</b> 05/19/2023	<b>Total Amount of Matching Funds:</b> \$197,091	
<b>ALN No. and Name:</b> 20.939, Safe Streets and Roads for All		
<b>Project Title:</b> City of Everett Safe Streets and Roads for All (SS4A) Safety Action Plan		
R & D Award <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Unique Entity ID #UGE7DAT5RDZ3	

This SUBAWARD (hereinafter the "Award"), is made and entered into this twenty eighth day of July, 2023 by and between the Pass-through Entity, Puget Sound Regional Council, (hereinafter "PSRC") and Subrecipient, City of Everett (hereinafter "EVERETT"), and supports the work described in the approved final scope of work, which is incorporated by reference into this Award and attached in Exhibit A. All work on this project should be consistent with the *Authorized Scope of Work* unless modified by the appropriate authority as described in 4.2 below.

PSRC is a Metropolitan Planning Organization under federal law (23 USC 134) and a Regional Planning Transportation Planning Organization under state law (RCW 47.80) and has all powers necessary for the performance of the work and obligations of this Agreement, and has the authority to contract with member and non-member agencies for special services; and

EVERETT is a US Local Government under state law (RCW 43.21C.120) and has all powers necessary for the performance of the work and obligations of this Agreement;

The U.S. Department of Transportation (hereinafter the "USDOT"), has expressly consented to this Award; and

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises herein the Parties agree as follows:

## 2.0. DESIGNATED REPRESENTATIVES

To ensure effective intergovernmental cooperation and efficiencies, the Parties each designate a representative (the "Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for each Party. The Designated Representatives shall each be responsible for the administration and performance of the Scope of Work of this Award, as well as ensuring that schedule, budget, and funding limitations of this Agreement are satisfied. Each Designated Representative is also responsible for coordinating the input and work of its respective governmental agency or department staff, consultants and contractors as it relates to the scope of this Agreement.

A Party may change its Designated Representative by written notice to the other Party. Each Party's Designated Representative is named below with the individual's contact information.

PSRC Designated Representative. The Designated Representative for PSRC is Gary Simonson. They may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

Puget Sound Regional Council  
Attn: Gary Simonson, Senior Planner

Phone: (206) 971-3276  
Fax: 206-587-4825

1011 Western Avenue, Suite 500  
Seattle, WA 98104

Email: [gsimonson@psrc.org](mailto:gsimonson@psrc.org)

EVERETT Designated Representative. The Designated Representative for EVERETT is Corey Hert. They may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

City of Everett  
Attn: Corey Hert  
Title: City Traffic Engineer  
3200 Cedar St  
Everett, WA 98201

Phone: (425) 257-8887

Fax: (425) 257-8882

Email: [chert@everettwa.gov](mailto:chert@everettwa.gov)

### 3.0. TERMS AND CONDITIONS

**3.1.** In its performance of this Subaward Agreement, EVERETT shall be an independent entity and not an employee or agent of PSRC.

**3.2.** EVERETT must obtain the prior written approval of PSRC whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the Scope of Work or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the USDOT.
- c) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.
- d) Transfer of budgeted amounts.
- e) No-cost extensions.

#### **3.3. Governmentwide Debarment and Suspension**

EVERETT shall comply with the provisions of 2 C.F.R. Part 200, Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Award", Section I, (published in the Federal Register on December 26, 2013, 78 FR 78608), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

EVERETT (and all subcontractors, if any) must maintain current registration in the System for Award Management ([www.sam.gov](http://www.sam.gov)) at all times during which they have active federal awards or subawards, including for this Agreement.

#### **3.4. Indemnification**

To the extent permitted by law, each Party to this Agreement shall indemnify the other Party and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, due to, any acts or omissions of the indemnifying Party in the implementation of this Agreement or any agreement between EVERETT and its subcontractor(s).

No Party shall be required to indemnify the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification.

Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

This indemnification shall survive the termination of this Agreement.

**3.5. Compliance with Federal Award Obligations.** The Award is subject to, and EVERETT shall comply with, the terms and conditions of the Award and the [Department of Transportation General Terms and Conditions](#) (February 8, 2023) (see attachments 1 and 2), including all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), and approved applications.

EVERETT is also a party to the award, and the parties want EVERETT to carry out certain Project components with PSRC's assistance, financial management, internal controls, and oversight as described in Article 17 of this agreement. PSRC, as a pass-through entity, shall monitor the activities EVERETT in compliance with 2 C.F.R 200 332(d) with respect to a subrecipient's performance of work under a subaward of this SS4A Grant.

## 4.0. BUDGET & PAYMENT PROCEDURE

### 4.1. Budget

The estimated budget to accomplish the tasks described in the Scope of Work for this is incorporated in Exhibit B of this Agreement. This budget reflects the Parties' best estimates of the amounts that may be required to accomplish the total work under this Agreement. Actual amounts reimbursable shall be based on actual work performed. In the event it is determined that the Scope of Work has been accomplished by EVERETT for a lesser amount, PSRC shall only pay reimbursements for documented costs. In no event shall EVERETT be paid for costs that are not documented pursuant to the requirements of this Agreement.

### 4.2. Payments/Invoices

PSRC shall reimburse EVERETT not more often than monthly for costs incurred in the performance of this Award, which are determined to be allowable, allocable, & reasonable in accordance with 2 CFR Part 200. All invoices shall be submitted using EVERETT's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification (Exhibit C), as required in 2 CFR 200.415 (a). PSRC shall not transfer nor be obligated to transfer any funds in advance of its approval of such requests.

Documentation of all expenses eligible for reimbursement shall be maintained by EVERETT and shall, upon request by PSRC, be provided prior to reimbursement as required by this Award. All invoices presented for payment shall include a reasonable description of the tasks performed that correspond to the amounts invoiced.

To assure payment processing in a timely manner, EVERETT shall submit all invoices, required reports, and documentation to the attention of:

PSRC  
Attn: Patty Mosure  
1011 Western Ave, Suite 500  
Seattle, WA 98104  
206-971-3291

PSRC's shall review and pay reimbursable amounts within 45 days of receipt of the invoice.

PSRC reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be reasonably required under this Agreement.

#### 4.3. Prohibited Use of Funds

EVERETT may not use funds for the following ineligible activities:

- (a) Ineligible costs under 2 C.F.R Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) Any activities prohibited under the Grant between USDOT and PSRC dated.

#### 4.4. Final Payment

Final payment will be made to EVERETT upon final completion of the work and upon written acceptance by PSRC's Designated Representative. Any required adjustments shall be reflected in the final invoice.

#### 4.5. Use of Consultants/Contractors

For all proposals and contracts where costs are expected to exceed \$100,000, the scope of work and the costs of such must be submitted to and approved by USDOT prior to employment of such consultants or contractors. EVERETT will ensure that any consultant or contractor paid from funds provided under this award is bound by all applicable award terms and conditions. USDOT shall not be liable hereunder to a third party nor to any party other than the PSRC.

In addition, all procurements shall adhere to PSRC's Procurement Policies and Procedures as updated March 2023.

\$10,000 or under	<u>Micro purchase</u> : No competition required.
\$10,001-\$250,000*	<u>Small purchase</u> : Competition required with documentation of an adequate number of price/rate quotes.
Over \$250,000*	<u>Competitive proposal</u> : Competition required with documentation of at least two formal, written bids, proposals or qualifications, as well as an independent cost estimate.

Pre-approval required Noncompetitive proposal: Only when competitive method is infeasible and certain situations apply.

\*In addition, all contracts over \$100,000 shall include applicable lobbying certifications as stated in section 10.15.

## 5.0. REPORTING AND RECORDS

### 5.1. Reports and Documentation

**Quarterly Progress Reports**: EVERETT agrees to assist PSRC with Program Performance Reports on a quarterly basis. EVERETT will supply report content, e.g. summaries of work completed, to PSRC no later than 10 days following the end of the period (e.g., reports due on or before January 10th, April 10th, August 10th, and December 10th).

Performance Progress Reports submitted to USDOT by PSRC should include the following:

- i. Provide a clear, concise overview of the activities undertaken during the Project Period;
- ii. Document accomplishments, benefits, and impacts that the Project and Activities are having. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;

- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events to highlight benefits of the USDOT investment;
- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next period;
- v. Outline challenges that currently impact or could impact progress on the grant over the next reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where USDOT assistance is needed to support the project or any other key information that would be helpful for your USDOT Project Officer to know.

**Final Project Reports** may be posted on USDOT's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update on progress made during the reporting period that will mitigate need and advance economic development;
- ii. Provide a high-level overview of the activities undertaken;
- iii. Detail lessons learned during the project period that may be of assistance to USDOT or other communities undertaking similar efforts;
- iv. Outline the expected and actual economic benefits of the project as the time that the report is written; and
- v. Any other key information from the relevant project period

## **5.2. Availability of Records**

All project records in support of all costs and actual expenditures incurred by EVERETT and its Sub-Contractor(s) under this Agreement shall be maintained by EVERETT and its Sub-Contractor(s) and open to inspection by PSRC (or its federal funding agency) during normal business hours, and shall be retained and made available for such inspection for the duration of the State and Federal records retention requirements from final payment of funds under this Agreement to PSRC. Copies of said records shall be furnished to PSRC and/or its federal funding agency upon request. This requirement shall be included in all subcontracts related to the work entered into by EVERETT to fulfill the terms of this Agreement.

## **6.0. Certifications and Assurances**

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

### **Certification Regarding Lobbying**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **Debarment, Suspension, and Other Responsibility Matters**

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

#### **Audit and Access to Records**

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by 2 C.F.R. parts 200.501 and 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

#### **Right to Audit and Disallow and Recover Funds**

The Federal government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this Agreement based upon USDOT review, the final audit, or any other special audits or reviews undertaken. USDOT has the right to order a special audit, even if PSRC's auditor or a cognizant agency has already conducted one.

## **7.0. CONTRACT ADMINISTRATION and SUBRECIPIENT MONITORING**

EVERETT shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by EVERETT. In no event shall any contract executed by EVERETT be construed as obligating PSRC. Any claims arising out of the separate contracts of EVERETT for work under this Agreement are the sole responsibility of EVERETT. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

### **7.1. Direct Supervision**

Nothing in PSRC's exercise of the right to inspect or accept the work performed by EVERETT shall reduce EVERETT's responsibility for the proper execution of the work or relieve EVERETT from its responsibility for direct supervision of the work. When PSRC exercises its right to inspect or accept the work performed by EVERETT, it shall not be deemed or construed to be in control of the work under this Agreement.

### **7.2. Sub-recipient Monitoring**

PSRC reserves the right to monitor and manage subrecipients, including lower tier subrecipients. At a minimum, monitoring of EVERETT will include:

- i. Review of financial and programmatic reports;
- ii. Following-up and ensuring that EVERETT takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to EVERETT from PSRC detected through audits, on-site reviews, and other means; and
- iii. If applicable, issuing a management decision for audit findings pertaining to the Federal award provided to EVERETT from PSRC as required by 2 C.F.R. § 200.521 (Management decision).

PSRC requires all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200) and all associated terms and conditions.

## **8.0. INSURANCE**

EVERETT will maintain at all times during the term of this Agreement, satisfactory limits of insurance and/or self-insurance to protect against claims arising out of this Agreement. Such insurance or self-insurance shall include General Liability, Business Automobile Liability, and Workers' Compensation in accordance with statutory requirements under Title 51 RCW.

Each Party will require and cause its respective subcontractors of all tiers to maintain such insurance as described above in sufficient amounts to protect the interest of the Parties. Such insurance shall be confirmed by a Certificate of Insurance prior to commencement of the work.

The Parties hereby agree to require their respective insurers and their respective subcontractors of all tiers, to waive subrogation rights against the other Party and such other Party's insurers.

It is understood and agreed that insurance and/or self-insurance provided by the Parties under this Agreement is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties or their Contractors of any tier under their respective contracts or imposed by applicable laws or regulations.

## **9.0. TERMINATION OF AGREEMENT**

### **9.1. Termination for Default**

Either Party may terminate this Agreement, in whole or in part, if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other Party, provided that insofar as practicable, the Party terminating the Agreement will give:

- a. Notice of intent to terminate at least thirty (30) calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
- b. An opportunity for the other Party to cure the default. If EVERETT is the party in default, PSRC shall provide an opportunity of EVERETT to cure the default as provided in Section 14.2. If PSRC is the party in default, EVERETT shall give PSRC a Notice of Termination stating the time period in which cure is permitted and any other appropriate conditions.
- c. Provided however, that if PSRC's funding agency terminates financial support for the project at any time, either party shall have the right to immediately terminate this Agreement by giving written notice thereof.

If the other Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the Notice of Termination or any extension thereof granted by the Party not at fault, the other Party may terminate this Agreement. However, any terms of this Agreement relevant to a dispute that is unresolved at the time of termination shall survive until the dispute is finally resolved.

### **9.2. Termination for Convenience**

Either Party may terminate this Agreement, in whole or in part, for its convenience provided that the terminating Party shall provide the other Party with an advance notice of at least thirty (30) calendar days.

### **9.3. Notice of Termination**

Notice of termination shall be given by the Party terminating this Agreement to the other Party in writing. The notice shall specify the effective date of termination, which shall not be sooner than the non-terminating Party's receipt of the notice.

### **9.4. Rights and Duties of Parties Upon Termination**

A termination by any Party shall not extinguish or release either Party from liability, claims, or obligations to third parties existing as of the time of termination. Any costs incurred prior to the effective date of termination will be borne by the Parties in accordance with the terms of this Agreement and this Section.



The record keeping requirements, payment, release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.

Upon termination of this Agreement by expiration of the term or upon termination for the convenience of the Parties, the Parties agree to work together cooperatively to develop a coordinated plan for terminating the scope of work rendered up until the time of termination and determining reasonable contract close-out costs for termination for convenience or as a result of PSRC's default or breach. In the event of termination by default or breach, PSRC shall only be obligated to compensate EVERETT for the portion of work that has been satisfactorily rendered to the date of termination according to the terms of this agreement.

## **10.0. GENERAL CONTRACT PROVISIONS**

### **10.1. Rights and Remedies**

The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

### **10.2. No Agency**

No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

### **10.3. Third Party Rights**

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and USDOT, and gives no right to any other entity. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and USDOT.

### **10.4. Assignment/Successors**

No Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This limitation does not, however, prevent EVERETT from selecting subcontractors or consultants to perform the work authorized by this Agreement. All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

### **10.5. Compliance with Laws**

EVERETT shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be performed. The work performed by EVERETT under this Agreement shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

### **10.6. Governing Law and Venue**

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action resulting from this Agreement shall be brought in the Superior Court of King County.

### **10.7. Notice**

All notices or requests required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission

and shall be deemed received three (3) business days following the date when mailed or on the date when delivered or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent to the PSRC and EVERETT addressed as shown in Section 3.0.

#### **10.8. Waiver of Default**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties, and attached to the original Agreement.

#### **10.9. Severability**

If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect. The Parties agree to negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

#### **10.10. Warranty of Right to Enter into Agreement**

The Parties each warrant that they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's respective entity.

#### **10.11. Publicity**

The Parties to this Agreement shall not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior consultation with the other Party.

#### **10.12. Future Support**

PSRC makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

#### **10.13. Exhibits**

All exhibits referenced in and attached to this Agreement are incorporated herein, except to the extent otherwise provided herein.

#### **10.14. Limitation on Payments to Influence Certain Federal Transactions**

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

#### **10.15. Lobbying Restrictions**

##### **Statutory Provisions**

1. Non-Federal entities shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352; the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990); and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the "New Restrictions on Lobbying". These provisions prohibit the use of Federal funds for lobbying the

executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred on to improperly influence are unallowable. See 2 C.F.R. § 200.450(b) and (c).

## **2. Disclosure of Lobbying Activities**

Any non-Federal entity that receives more than \$100,000 in Federal funding shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects 22 | December 26, 2014 the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

## **10.16. Confidentiality**

The Parties acknowledge that the prohibitions against disclosure of information or records described in this Section 18.20 is limited by and not applicable where any law, rule, regulation or court proceeding requires or allows disclosure of information and documents, and neither Party is required to notify the other or any program beneficiary regarding such allowed or required disclosure.

EVERETT and any subgrantees, subcontractors or vendors must maintain confidential files on individual program beneficiaries served associated with this Agreement. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and USDOT staff. EVERETT may only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to EVERETT staff and management staff. EVERETT must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or EVERETT itself.

## **10.17. Entire Agreement**

This Agreement, including its Recitals and Exhibits, embodies the Parties entire Agreement on the matters covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

## **20.0. FLOW DOWN PROVISIONS**

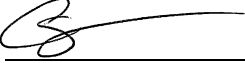
If EVERETT contracts or subawards funds under this Agreement with a person or entity to perform work under this award, EVERETT shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by USDOT and the Office of Management and Budget (OMB)

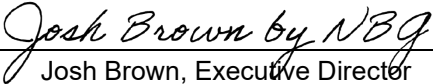
All subgrantees are required to obtain a Unique Entity ID (or update its existing record), in the System for Award Management prior to award.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Agreement as of the date written below.

City of Everett:  
City of Everett  
2930 Wetmore Ave  
Everett, WA 98201

PSRC:  
Puget Sound Regional Council  
1011 Western Avenue, Suite 500  
Seattle, Washington 98104

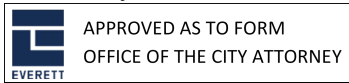
By:   
\_\_\_\_\_  
Cassie Franklin, Mayor,  
City of Everett

By:   
\_\_\_\_\_  
Josh Brown, Executive Director  
Puget Sound Regional Council

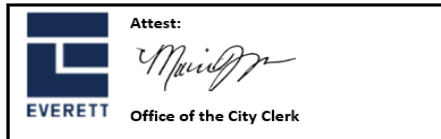
Date: 11/09/2023

Date: July 26, 2023

Approved as to form:  
David Hall, City of Everett Attorney



By: \_\_\_\_\_  
David Hall, City Attorney  
City of Everett



## Exhibit A

### Scope of Work for EVERETT

2023-10

EVERET Tasks and Timeline:

<b>Task #</b>	<b>Task Description</b>	<b>Lead</b>	<b>Date/Period of Completion</b>
1.1.1	<b>Administration</b> <ul style="list-style-type: none"> <li>• Project initiation and management</li> <li>• Request for Qualifications</li> <li>• Creation of a Vision Zero Task Force</li> <li>• Project implementation</li> </ul>	Everett	June 2023- March 2025
1.1.2	<b>Data Collection and Analysis</b> <ul style="list-style-type: none"> <li>• Vehicle, pedestrian, and bicycle counts</li> <li>• Speed studies and evaluation</li> <li>• Crash history and crash data analysis</li> <li>• Diversity and equity data</li> <li>• Large scale traffic data</li> <li>• Public outreach data and analysis</li> <li>• High risk network development</li> </ul>	Consultant	August 2023- March 2024
1.1.3	<b>Existing Policy Review and Documentation</b> <ul style="list-style-type: none"> <li>• Comprehensive Plan</li> <li>• Climate Action Plan</li> <li>• Transportation Improvement Plan</li> <li>• Complete Streets Ordinance</li> <li>• Design and Construction Standards</li> <li>• Community Engagement and Inclusion Directive and Policy</li> <li>• Other Applicable Plans, Codes, Ordinances, Resolutions, Directives, and Studies</li> </ul>	Consultant	July 2023- September 2023
1.1.4	<b>Outreach and Community Engagement</b> <ul style="list-style-type: none"> <li>• Outreach Plan development</li> <li>• Internal outreach: build a Vision Zero culture at all levels of City leadership, policymakers, and employees</li> <li>• External outreach: community outreach and input through neighborhood meeting including multiple languages</li> </ul>	Consultant	June 2023- March 2024

	<ul style="list-style-type: none"> <li>Community engagement and inclusion</li> </ul>		
1.1.5	<b>Policy Development</b> <ul style="list-style-type: none"> <li>Vision Zero framework and commitment</li> <li>Managing and legislating safe speeds</li> <li>Neighborhood traffic calming</li> <li>Update of Design and Construction Standards to reflect best practices in roadway design</li> <li>Complete Streets checklist for capital project planning and development</li> <li>Engagement policy including data dashboard</li> <li>Automated Traffic Safety Camera policy and deployment strategy</li> </ul>	Consultant	September 2023-February 2024
	<b>Scoping and Development of Prioritized Safety Projects</b> <ul style="list-style-type: none"> <li>High risk network projects</li> <li>Pedestrian safety projects</li> <li>Bicycle safety projects</li> <li>Spot safety improvements</li> </ul>	Consultant	September 2023-February 2024
	<b>Final Report</b> <ul style="list-style-type: none"> <li>Vision Zero policy and commitment</li> <li>Crash data analysis and findings</li> <li>Public Engagement methods and summary</li> <li>Proposed actions</li> <li>Progress monitoring</li> <li>Appendices and policy documents</li> </ul>	Consultant	March 2024-March 2025
	<b>City Legislation</b> <ul style="list-style-type: none"> <li>Prepare resolution adopting Safety Action Plan</li> <li>Work with City Attorney</li> <li>Work with City Council in review of proposed resolution</li> </ul>	Everett	February 2025-March 2025

# Exhibit B

## Project Budget

Amounts Based on \$788,363 Grant Award, \$197,090 Match

Item	Grant Share	Match
Personnel	0	0
Fringe Benefits	0	0
Travel	0	0
Equipment	0	0
Supplies	0	0
Contractual	788,363	197,090
Construction	0	0
Other	0	0
Total Direct Charges	0	0
Indirect Charges	0	0
Total Charges	\$788,363	\$197,090

# Exhibit C

## Requisition for Payment and Reporting Template

To: Puget Sound Regional Council  
Attn: Accounts Payable  
1011 Western Avenue, Suite 500  
Seattle, Washington 98104

From: City of Everett  
2930 Wetmore Ave  
Everett, WA 98201

Project Title: City of Everett Safe Streets and Roads for All (SS4A) Safety Action Plan  
Project Agreement Number: 2023-10

Invoice Period: From \_\_\_\_\_ to \_\_\_\_\_.

Budget Table			
Line Item	Current Expense	Total Expense to Date	Contract Budget
Personnel	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel	\$	\$	\$
Equipment	\$	\$	\$
Supplies	\$	\$	\$
Contractual	\$	\$	\$
Other	\$	\$	\$
Total Direct Charges	\$	\$	\$
Indirect Charges	\$	\$	\$
Total Requisition this Period	\$	\$	\$

I certify that the expenses listed above have been properly incurred in the accomplishment of the services of this agreement.

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Name, Title

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Date



# Puget Sound Regional Council-Safe Streets for All Action Plan Grant-TH-SD


Final Audit Report

2023-11-09

Created:	2023-11-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMa4RLgA-u3lia08NSFkMkv3YwILmjJn-

## "Puget Sound Regional Council-Safe Streets for All Action Plan Grant-TH-SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to UD UD (thood@everettwa.gov) for approval  
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-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature  
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Signature Date: 2023-11-09 - 10:16:29 PM GMT - Time Source: server

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Approval Date: 2023-11-09 - 10:25:54 PM GMT - Time Source: server

 Agreement completed.

2023-11-09 - 10:25:54 PM GMT