- 1. Award No. 693JJ32340390
- 4. Award To City of Saint Paul

Unique Entity Id.: F9NRLCANGSE4 TIN No.: 920041691

- 6. **Period of Performance** Effective Date of Award – June 30, 2025
- 8. **Type of Agreement** Grant
- 10. Procurement Request No. HSSP230449PR
- 12. Submit Payment Requests To See article 20.

2. **Effective Date** 3. Assistance See No. 17 Below

Listings No. 20.939

Sponsoring Office 5.

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

7. **Total Amount**

\$200,000
\$50,058
\$0
\$0
\$250,058

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

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")

- 11. Federal Funds Obligated \$200,000
- 13. Payment Office

See article 20.

14. Accounting and Appropriations Data

15X0173E50.0000. 055SR10500. 5592000000.41010. 61006600

15. Description of Project

Saint Paul and Saint George Islands Regional Action Plan to identify actionable strategies towards reaching the goal of zero roadway fatalities and serious injuries, supported by a process of community engagement and attention to equity.

RECIPIENT

16. Signature of Person Authorized to Sign

6/22/2023

Date

Signature Name: Phillip Zavadil Title: City Manager

Signature Name: Ernest Burnett Title: Agreement Officer Date

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Saint Paul (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Saint Paul and Saint George Islands Regional Action 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 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at <u>https://www.transportation.gov/grants/ss4a/grant-agreements</u>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states 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: Saint Paul and Saint George Islands Regional Action Plan

Application Date: September 15, 2022

2.2 Award Amount.

SS4A Grant Amount: \$200,000

2.3 Award Dates.

Period of Performance End Date: June 30, 2025

2.4 Budget Period

Budget Period End Date: June 30, 2025

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Saint Paul to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion	July, 2024
Date:	
Planned Action Plan Completion Date:	January 1, 2025
Planned Action Plan Adoption Date:	April 1, 2025
Planned SS4A Final Report Date:	June 1, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$200,000
Other Federal Funds::	\$0
State Funds:	\$0
Local Funds:	\$0
In-Kind Match:	\$50,058
Other Funds:	\$0
Total Eligible Project Cost:	\$250,058

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget
			Amount
Direct Labor	\$0.00	\$35,160.00	\$35,160.00
Fringe Benefits	\$0.00	\$8,000.00	\$8,000.00
Travel	\$0.00	\$6,898.00	\$6,898.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$200,000.00	\$0.00	\$200,000.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$200,000.00	\$50,058.00	\$250,058.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

F9NRLCANGSE4

4.2 Recipient Contact(s).

Phillip Zavadil, City Manager City of Saint Paul 950 Gorbatch Street/PO Box 901 Saint Paul Island, AK 99660-0901 (907) 341-3994 pazavadil@stpaulak.com

4.3 Recipient Key Personnel.

Name	Title or Position	
Lynn Sterbenz	Grants and Projects Specialist	
Stephanie Mandregan	Finance Director	

4.4 USDOT Project Contact(s).

Stephen Parker 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) 366-4668 Stephen.parker@dot.gov

and

Ashley Cucchiarelli 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 720-963-3589 Ashley.Cucchiarelli@dot.gov and

Ashley Cucchiarelli Agreement Specialist (AS) Office of Acquisition and Grants Management HCFA-33, Mail Stop E62-204 1200 New Jersey Avenue, S.E. Washington, DC 20590 720-963-3589 Ashley.Cucchiarelli@dot.gov

and

Division Administrator Agreement Officer's Representative (AOR) Alaska Division 709 W 9th Street, Rm 851 Juneau, AK 99802 (907) 586-7418 Alaska.FHWA@dot.gov

and

Christine McNally Alaska Division Office Point of Contact Transportation Specialist 709 W 9th Street, Rm 851 (907) 586-7148 Christine.mcnally@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 AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.
- Note: This clause is only applicable to Action Plan Grants.
- Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts 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.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 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 eInvoicing 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 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 AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<u>http://www.dot.gov/cfo/delphi-einvoicing-system.html</u>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management US Department of Transportation, Office of Financial Management B-30, Room W93-431 1200 New Jersey Avenue SE Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA P.O. Box 268865 Oklahoma City, OK 73125-8865 Attn: Agreement Officer

(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 Article 2.

- **6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- **6.3** 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 1964, Section 504 of the Rehabilitation Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4 There are no other special grant requirements for this award.

ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

Study Area: Saint Paul Island and Saint George Island

Baseline Measurement Date: June 30, 2025

Baseline Report Date: June 30, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
CostsProject Costs: Quantification of the cost of each eligible project carried out using the grant		End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: 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 this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: No changes

Schedule: No changes

Budget: No changes

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

	Application		Application S		Section 3	.3
Fund Source	\$	%	\$	%		
Previously Incurred Costs						
(Non-Eligible Project Costs)						
Federal Funds						
Non-Federal Funds						
Total Previously Incurred Costs						
Future Eligible Project Costs						
SS4AFunds	\$200,000	80%	\$200,000	80%		
Other Federal Funds						
Non-Federal Funds	\$50,058	20%	\$50,058	20%		
Total Future Eligible Project						
Costs	\$250,058	100%	\$250,058	100%		
Total Project Costs	\$250,058	100%	\$250,058	100%		

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 are accurate:

	A racial equity impact analysis has been completed for the Project. (Identify a
	report on that analysis or, if no report was produced, describe the analysis and
	its results in the supporting narrative below.)
	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. (Identify the relevant programs, plans, or
	policies in the supporting narrative below.)
	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. (Identify the
	relevant investments in the supporting narrative below.)
	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.
	(Identify the new or improved access in the supporting narrative below.)
	The Project includes new or improved freight access to underserved
	communities to increase access to goods and job opportunities for those
	underserved communities. (Identify the new or improved access in the
	supporting narrative below.)
	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.
	The Recipient has not yet taken actions related to the Project to improve racial
Х	equity and reduce barriers to opportunity but, before beginning construction of
	the project, will take relevant actions described in Attachment A. (Identify the
	relevant actions from Attachment A 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 development of our Regional Action Plan will be supported by a process of community engagement and attention to equity, specifically through the following intentions:

• create a multi-stakeholder task force that includes perspectives from representatives in public health, policy makers in both city and tribal governments, police, residents, seasonal workers in the fishing and tourism industries, contractors who come to work on the islands, businesses, and school district personnel;

• conduct meaningful community outreach in order to inform the plan's priorities;

- gather input from the community about what they see and experience on the streets;
- make a public commitment that these efforts will not result in racial profiling and commit to report publicly on this issue to build trust with the community; and

• hold ourselves accountable for developing the action plan in an equitable manner that honors the predominately Aleut native population of these islands.