



**Subaward Agreement Between
Puget Sound Regional Council
and
City of Tukwila
for
City of Tukwila Comprehensive Road Safety Plan**

Date Entered into Agreement: July 3, 2023

Subaward Agreement #: 2023-09

1.0. SUBAWARD AGREEMENT

Pass-through Entity (PTE): Puget Sound Regional Council	Subrecipient: City of Tukwila	
Subaward Period of Performance: Start: 07/03/23 End: 12/31/25	Amount Funded: \$200,000	Subaward Agreement #: 2023-09
Federal Awarding Agency: US Department of Transportation	FAIN: 693JJ32340054	
Federal Award Issue Date: 05/19/2023	Total Amount of Matching Funds: \$50,000.00	
ALN No. and Name: 20.939, Safe Streets and Roads for All		
Project Title: City of Tukwila Comprehensive Road Safety Plan		
R & D Award <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Unique Identifier #UEQNMC26C8T3	

This SUBAWARD (hereinafter the "Award"), is made and entered into this third day of July, 2023 by and between the Pass-through Entity, Puget Sound Regional Council, (hereinafter "PSRC") and Subrecipient, City of Tukwila (hereinafter "TUKWILA"), 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

TUKWILA is a US Local Government under state; 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
1011 Western Avenue, Suite 500

Phone: (206) 791-3276
Fax: 206-587-4825
Email: gsimonson@psrc.org

Seattle, WA 98104

TUKWILA Designated Representative. The Designated Representative for TUKWILA is Josh Hartley. 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 Tukwila
Attn: Josh Hartley
Title: DEPUTY DIRECTOR TRANSPORTATION
6300 SOUTHCENTER BLVD.
TUKWILA, WA 98188

Phone: (206) 465-7047
Email: joshua.hartley@tukwilawa.gov

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

3.2. TUKWILA 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

TUKWILA 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.

TUKWILA (and all subcontractors, if any) must maintain current registration in the System for Award Management (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 Commerce 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 TUKWILA shall comply with, the terms and conditions of the PTE Award and the [Department of Transportation General Terms and Conditions](#) (March 28, 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.

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 Commerce for a lesser amount, PSRC shall only pay reimbursements for documented costs. In no event shall Commerce be paid for costs that are not documented pursuant to the requirements of this Agreement.

4.2. Payments/Invoices

PSRC shall reimburse TUKWILA 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 TUKWILA'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 TUKWILA 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, TUKWILA 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
Finance@psrc.org

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

TUKWILA 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 July 3, 2023.

4.4. Final Payment

Final payment will be made to TUKWILA 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. TUKWILA 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.

5.0. REPORTING AND RECORDS

5.1. Reports and Documentation

Quarterly Progress Reports: TUKWILA agrees to assist PSRC with Program Performance Reports on a quarterly basis. TUKWILA 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 TUKWILA and its Sub-Contractor(s) under this Agreement shall be maintained by TUKWILA 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 TUKWILA to fulfill the terms of this Agreement.

6.0. Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of TUKWILA 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 TUKWILA, 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 TUKWILA shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to PSRC.
- 3) The TUKWILA 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

TUKWILA 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

TUKWILA certifies by signing this Subaward Agreement that it complies with the OMB 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

TUKWILA shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by TUKWILA. In no event shall any contract executed by TUKWILA be construed as obligating PSRC. Any claims arising out of the separate contracts of TUKWILA for work under this Agreement are the sole responsibility of TUKWILA. 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 TUKWILA shall reduce TUKWILA's responsibility for the proper execution of the work or relieve TUKWILA from its responsibility for direct supervision of the work. When PSRC exercises its right to inspect or accept the work performed by TUKWILA, 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 TUKWILA will include:

- i. Review of financial and programmatic reports;
- ii. Following-up and ensuring that TUKWILA takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to TUKWILA 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 TUKWILA 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

TUKWILA will maintain its current insurance policy with the Washington Cities Insurance Authority at all times during the term of this Agreement. Upon request, TUKWILA shall provide a copy of said insurance policy to PSRC.

Each Party will require and cause its respective subcontractors of all tiers to maintain insurance in sufficient amounts to protect the interest of the Parties. Sufficient amounts includes those insurance

policies and amounts, as recommended by the Washington Cities Insurance Authority. 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 TUKWILA is the party in default, PSRC shall provide an opportunity of TUKWILA to cure the default as provided in Section 14.2. If PSRC is the party in default, TUKWILA 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 Commerce 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 TUKWILA 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

TUKWILA 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 TUKWILA 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 TUKWILA 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.

TUKWILA 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. TUKWILA 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 TUKWILA staff and management staff. TUKWILA must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or TUKWILA 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 TUKWILA contracts or subawards funds under this Agreement with a person or entity to perform work under this award, Commerce 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 DUNS numbers (or update its existing DUNS record), and register with the System for Award Management prior to award.

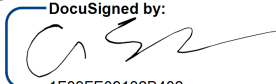
IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Agreement as of the date written below.

City of Tukwila
6200 Southcenter Blvd.

Tukwila, WA 98188

DS
HP

DocuSigned by:



By: _____

1F89FE08132B402...
Allan Ekberg
Mayor, City of Tukwila

Date: 7/23/2023 | 6:30 PM PDT

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

By: J.W. Brown

Josh Brown, Executive Director
Puget Sound Regional Council

Date: 6/29/2023

Approved as to form:
Kari Sand, City Attorney

DocuSigned by:



By: _____

5E499CA4165E452
Kari Sand, City Attorney
City of Tukwila

Exhibit A

Scope of Work for Tukwila

2023-09

Tukwila Tasks and Timeline:

Objective/Task	Date/Period of Completion
1. Safety Analysis	May 2023-September 2023
<ul style="list-style-type: none">• Analysis of existing conditions and historical trends• Analysis of systemic and specific safety needs	
2. Draft Strategy and Identification of Project Alternatives	3. September 2023-February 2024
<ul style="list-style-type: none">• Assess current policies, identify opportunities to improve, create implementation policies, guidelines and standards• Identify projects, strategies, and prioritization criteria	
4. Final Draft Strategy and Project Selection	March 2024-June 2024
<ul style="list-style-type: none">• Finalize projects, strategies, and prioritization criteria• Develop high level cost-estimates for identified projects• Develop performance measures and goals	
5. Adoption of Road Safety Plan as part of Transportation Element of Comprehensive Plan	June 2024-September 2024
<ul style="list-style-type: none">• Coordination with ongoing update to the Transportation Element• City adoption date for the TE update is anticipated June-September 2024.	
6. Public Outreach and Engagement	Ongoing throughout contract
<ul style="list-style-type: none">• Public Engagement and Outreach, especially focused on equity and inclusive of underserved communities• Coordination with ongoing outreach for the Transportation Element update	

Exhibit B

Project Budget

Amounts Based on \$200,000 Grant Award, \$50,000 Match

Item	Grant Share	Match
Personnel		
Fringe Benefits		
Travel		
Equipment		
Supplies		
Contractual	\$200,000	\$50,000
Construction		
Other		
Total Direct Charges	\$200,000	\$50,000
Indirect Charges		
Total Charges	\$200,000	\$50,000

* City match is funded through general revenue

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 Tukwila
Department of Public Works
6300 Southcenter Boulevard, Ste 200
Tukwila, WA 98188ZIP

Project Title: City of Tukwila Comprehensive Road Safety Plan
Project Agreement Number: 2023-09

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.

Name, Title

Date