

**RESOLUTION 2026-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ACCEPTING THE  
FY2022-23 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AGREEMENT AND  
AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT**

**WHEREAS**, the U.S. Department of Transportation (USDOT) established the Safe Streets and Roads for All (SS4A) grant program through the Infrastructure Investment and Jobs Act (IIJA) to fund regional, local and Tribal initiatives through grants to prevent roadway deaths and serious injuries; and

**WHEREAS**, at the June 20, 2023 Town Council Meeting, the Council authorized the Town's application for the SS4A grant to study the Blossom Hill Road Corridor from Union Avenue in Los Gatos to Camden Avenue in San José; and

**WHEREAS**, the Town of Los Gatos applied for an SS4A Planning and Demonstration Grant to develop a Comprehensive Safety Action Plan; and

**WHEREAS**, on December 13, 2023, USDOT notified the Town of Los Gatos of a grant award in the amount of \$640,000; and

**WHEREAS**, the SS4A program requires a local matching contribution of twenty percent (20%) (\$160,000) of the total project cost; and

**WHEREAS**, the Town of Los Gatos and the City of San José have agreed to provide the required local match in equal shares; and;

**WHEREAS**, the Town Council finds that accepting this grant aligns with the Town's goals for public safety and pursuing future potential federal funding;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Los Gatos does hereby declare, determine and order as follows:

1. The Town Council accepts the FY2022-23 Safe Streets and Roads for All (SS4A) grant agreement (Exhibit A) with federal funds in the amount of \$640,000, and the allocation of \$160,000 from the General Fund Appropriated Reserve.

2. The Town Manager is hereby authorized and directed to execute, for and on behalf of the Town of Los Gatos, the FY2022-23 SS4A Grant Agreement and any subsequent amendments, subject to approval as to form by the Town Attorney.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16th of June, 2026, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

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MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

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TOWN CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

- |  |  |                |              |                  |             |                      |     |              |             |        |              |
|--|--|----------------|--------------|------------------|-------------|----------------------|-----|--------------|-------------|--------|--------------|
| <p><b>1. Federal Award No.</b><br/>693JJ32640465</p> <p><b>4. Award To</b><br/>Town of Los Gatos<br/>110 E Main Street<br/>Los Gatos, CA 95030-6943</p> <p>Unique Entity Id.: MPQTKTQ7N4L4<br/>TIN No.: 94-6001435</p> <p><b>6. Period of Performance</b><br/>Effective Date of Award – 36 months</p> <p><b>8. Type of Agreement</b><br/>Grant</p> <p><b>10. Procurement Request No.</b><br/>HSA240376PR</p> <p><b>12. Submit Payment Requests To</b><br/>See Article 5.</p> <p><b>14. Description of the Project</b><br/>Update Los Gatos’s existing Local Roadway Safety Plan (LRSP), adopted April 19, 2022, to become a Comprehensive Safety Action Plan consistent with the SS4A program. Conduct traffic counts, detailed engineering assessment and traffic modeling along a key arterial called Blossom Hill Corridor to define potential safety improvements.</p> | <p><b>2. Effective Date</b><br/>See No. 16 Below</p> <p><b>3. Assistance Listings No.</b><br/>20.939</p> <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Safety<br/>1200 New Jersey Avenue, SE<br/>HSSA-1, Mail Drop E71-117<br/>Washington, DC 20590</p> <p><b>7. Total Amount</b></p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$640,000.00</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$80,000.00</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$80,000.00</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$800,000.00</td> </tr> </table> <p><b>9. Authority</b><br/>Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)</p> <p><b>11. Federal Funds Obligated</b><br/>\$640,000</p> <p><b>13. Accounting and Appropriations Data</b><br/>15X0173E50.0000.055SR10500.5592000000.41010<br/>.61006600</p> | Federal Share: | \$640,000.00 | Recipient Share: | \$80,000.00 | Other Federal Funds: | \$0 | Other Funds: | \$80,000.00 | Total: | \$800,000.00 |
| Federal Share:   | \$640,000.00   |                |              |                  |             |                      |     |              |             |        |              |
| Recipient Share:   | \$80,000.00  |                |              |                  |             |                      |     |              |             |        |              |
| Other Federal Funds:   | \$0  |                |              |                  |             |                      |     |              |             |        |              |
| Other Funds:   | \$80,000.00  |                |              |                  |             |                      |     |              |             |        |              |
| Total:   | \$800,000.00   |                |              |                  |             |                      |     |              |             |        |              |

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

\_\_\_\_\_  
Signature Date  
Name: Chris Constantin  
Title: Town Manager

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Name: Hector R. Santamaria  
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “**USDOT**”) Federal Highway Administration (the “**FHWA**”) and the Town of Los Gatos, California (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the Town of Los Gatos: Creating a Safe System Foundation.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All (“**SS4A**”) Grant Program,” dated November 4, 2025 which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2023.” Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Town of Lost Gatos: Creating a Safe System Foundation

Application Date: 08/16/23

**2.2 Award Amount.**

SS4A Grant Amount: \$640,000.00

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

The project will be completed in one phase with two distinct tasks.

Task 1: This task will consist of revising and updating the Town’s Local Road Safety Plan to meet current FHWA standards.

Task 2: This task will include all planning, including data collection, community engagement and development of alternatives, and preparation of the resulting study report.

**3.2 Project’s Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	02/09/2026 Categorical Exclusion
Planned Draft Plan Completion Date:	09/09/2028
Planned Final Plan Completion Date:	12/01/2028
Planned Final Plan Adoption Date:	02/02/2029
Planned SS4A Final Report Date:	02/08/2029

**Supplemental Planning Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	02/09/2026 Categorical Exclusion
Planned Draft Plan Completion Date:	03/24/2028
Planned Final Plan Completion Date:	05/26/2028
Planned Final Plan Adoption Date:	07/28/2028
Planned SS4A Final Report Date:	08/04/2028

### 3.3 Project’s Estimated Costs.

#### (a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$640,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$80,000
In-Kind Match:	\$0
Other Funds:	\$80,000
<b>Total Eligible Project Cost:</b>	<b>\$800,000</b>

#### (b) [RESERVED]

#### (c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4 CONTACT INFORMATION

### 4.1 Recipient Contact(s).

Chris Constantin  
Town Manager  
Town of Los Gatos, CA  
110 E Main Street, Los Gatos, CA 95030-6943  
408-354-6832  
[manager@losgatosca.gov](mailto:manager@losgatosca.gov)

### 4.2 Recipient Key Personnel.

Name	Title or Position
Nicolle Burnham ( <a href="mailto:nburnham@losgatosca.gov">nburnham@losgatosca.gov</a> )	Director   Parks and Public Works
Gary Heap, P.E. ( <a href="mailto:gheap@losgatosca.gov">gheap@losgatosca.gov</a> )	Town Engineer

#### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
 Federal Highway Administration  
 Office of Safety  
 HSSA-1, Mail Stop: E71-117  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
 202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
 Federal Highway Administration  
 Office of Competitive Grants and Workforce Programs  
 HACG-30  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Agreement Officer's Representative (AOR)  
 Division Administrator - California  
 FHWA California Division Office  
 650 Capitol Mall, Suite 4-100  
 Sacramento, CA 95814  
 (916)498-5015  
[Hdaca@dot.gov](mailto:Hdaca@dot.gov)

and

Ivy Attah  
California Division Office Lead Point of Contact  
Senior Operations Engineer  
650 Capitol Mall, Ste. 4-100,  
Sacramento, CA 95814  
(916) 498-5860  
Ivy.Attah@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 Competitive Grants and Workforce Programs

#### **SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### **5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.6** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Blossom Hill Road from Union Avenue to Camden Avenue

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” after “Scope,” “Schedule,” or “Budget.” If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

**Scope:** N/A

**Schedule:** Original schedule in SF424 shows a start date of 02/01/2024 and end date of 02/01/2026. We are requesting the POP to increase by 12 months to make it 36 months, due to potential delays in consultant hire and time needed to do reviews and analysis.

**Budget:** N/A

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

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

**ATTACHMENT C**

[RESERVED]

**ATTACHMENT D**

[RESERVED]

**ATTACHMENT E  
LABOR AND WORK**

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

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

The Town of Los Gatos will support good paying jobs through this project and the free and fair choice to join a union and incorporate strong labor standards by following the State of California Public Contract Code and the California Uniform Construction Cost Accounting Commission guidelines, to the extent that they apply. The Town provides extensive outreach for project bidding and uses a fair selection criteria based on qualifications that is clearly defined within the bid documents.

**ATTACHMENT F  
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

**2. Supporting Narrative.**

N/A; this grant will not purchase information Technology and/or Operational Technology.