

10-01-2024

[Please complete all areas in red. When finished, and prior to submitting grant agreement for FHWA review, please remove the header, all drafting instructions (in Red and in the Comments Section) and change all text from red to black.]

1. Federal Award No.

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
Town of Moncks Corner
118 Carolina Avenue
Moncks Corner, SC 29461

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

Unique Entity Id.: TFR3EB3S8NK4
TIN No.: 576001077

6. Period of Performance
Effective Date of Award – 24 months

7. Total Amount

Federal Share:	\$0
Recipient Share:	\$0
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$0

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
[insert PR Number]

11. Federal Funds Obligated
\$240,000.00

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
[insert Data]

14. Description of the Project Creation of planning document for safer streets, to help obtain “Vision Zero” to help with equity issues, improving health outcomes for minority populations, environmental justice impacts, and providing safe and affordable transportation options.

RECIPIENT**15. Signature of Person Authorized to Sign****FEDERAL HIGHWAY ADMINISTRATION****16. Signature of Agreement Officer**_____
Signature_____
Date_____
Signature_____
Date

Name: Justin Westbrook

Title: Community Development Director

Name:

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the **Town of Moncks Corner** (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Comprehensive Multi-modal Safety Plan

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." 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: Comprehensive Multi-modal Safety Plan

Application Date: 6/27/2024

2.2 Award Amount.

SS4A Grant Amount: \$240,000

2.3 Federal Obligation Information.

[**Alternative #1:** If all funds are being obligated at once:]

Federal Obligation Type: Single

[**Alternative #2:** If funds are to be obligated in multiple project phases:]

2.4 Budget Period.

[Choose the appropriate one of these two alternatives.]

[**Alternative #1:** If all funds are being obligated at once:]

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.

Drafting Instructions: Provide a summary of the narrative from the grant application. Provide details on the work to be completed. If this project is an action plan, supplemental plan and/or demonstration activity with no changes to the built environment, please provide a planning and demonstration narrative below.

Planning and Demonstration Narrative: The Town of Moncks Corner has experienced unprecedented growth since 2000, with its population more than doubling by 2020. This growth has strained infrastructure and negatively impacted pedestrian, bicycle, and vehicular safety, especially in historically underrepresented communities. In response, the Town is collaborating with BCDCOG to develop a

Comprehensive Multi-modal Safety Plan (CMMSP) to achieve "Vision Zero" through strategies addressing safety along key corridors (US Highway 52 and SC-6), community engagement, and infrastructure improvements.

The project will be completed in **one** phases.

3.2 Project's Estimated Schedule.

Drafting Instructions: Provide the schedule for each significant deliverable from the grant application. The purpose of this section is to ensure that all SS4A funded activities are completed before the end of the Period of Performance and/or the budget period. Use the table(s) that pertain(s) to your project and delete the others. Please add additional action plan schedules if multiple action plans will be developed. It is recommended to estimate ample time for completion of each component of the project, factoring in the time required for grant agreement execution.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	11/1/2026
Planned SS4A Final Report Date:	1/1/2027

3.3 Project's Estimated Costs.

Provide the costs from the grant application. Any changes should be documented in Attachment B.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$240,000.00
Other Federal Funds:	\$0.00
State Funds:	\$0.00
Local Funds:	\$0.00
In-Kind Match:	\$60,000.00
Other Funds:	\$0.00
Total Eligible Project Cost:	\$300,000.00

(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).

[Insert information for the person designated as the official contact. This person must be employed by the Recipient organization and shall not be a consultant.]

Justin Westbrook
Community Development Director
Town of Moncks Corner
118 Carolina Ave., Moncks Corner, SC 29461
(843) 719-7913
J.Westbrook@MoncksCornerSC.gov

4.2 Recipient Key Personnel.

[Insert name of key personnel who will be responsible for completing the task. Add rows to identify as many key personnel as necessary.]

Name	Title or Position
Justin Westbrook	Community Development Director
Jeff Lord	Town Administrator
Justine Lovell	Finance Director

4.3 USDOT Project Contact(s).

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

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – South Carolina
Agreement Officer's Representative (AOR)
1835 Assembly Street, Suite 1270
Columbia, SC 29201
803-765-5411
southcarolina.fhwa@dot.gov

and

Rickele Gennie
South Carolina Division Office Lead Point of Contact
Discretionary Grants Program Manager
1835 Assembly Street, Suite 1270
Columbia, SC 29201
803-253-3295
southcarolina.fhwa@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

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

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

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.

10-01-2024

- (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** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Town of Moncks Corner, with a focus of US-52 and SC-6

Baseline Measurement Date: 11/1/2025

Baseline Report Date: 1/1/2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs [for all Grants]	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 [for all Grants]	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: N/A

Budget: N/A

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

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
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 WORKFORCE

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

The Recipient states that rows marked with “X” in the following table align with the application:

	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>
	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 schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
X	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 creation of the Comprehensive Multi-modal Safety Plan will utilize bids by qualified firms to determine where the Town can implement changes and improvements to help increase pedestrian, bicycle, bus, and vehicle traffic safety and reduce traffic-related deaths in all areas of the Town.

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

ATTACHMENT G

[RESERVED]