



Excellence and Equity in Education

Nancy Magee • County Superintendent of Schools

Agreement Between
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
and
Ravenswood City School District
Pursuant to a
Safe Routes to School Grant
July 1, 2021 – June 17, 2022

District Name and Address

Ravenswood City School District
Attn: Superintendent Gina Sudaria
2120 Euclid Avenue
East Palo Alto, CA 94303

District: Mail activity and budget reports to:

Department: Safe Routes to School
Attention: Theresa Vallez-Kelly
Address: San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, CA 94080
Email: tvkelly@smcoe.org and sho@smcoe.org

1. **PARTIES**

This Agreement is made and entered into by and between the San Mateo County Superintendent of Schools (County Superintendent) as the Local Education Agency (LEA) under a Safe Routes to School (SRTS) grant and Ravenswood City School District (District).

2. **TERM**

The term of this Agreement is July 1, 2021 – June 17, 2022.

3. **FUNDING CONTINGENCY**

Funding for this Agreement is contingent upon the appropriation and availability of funds from the City/County Association of Governments of San Mateo County ("C/CAG") and/or the San Mateo County Transportation Authority ("TA"). District will comply with eligible non-infrastructure expenditures as outlined in Exhibit C. If funding is awarded for small capital infrastructure and/or special projects, District will complete the project that is funded.

4. FUNDING TERMS AND CONDITIONS

If funded for a non-infrastructure project, the District agrees to provide services in accordance with the budget and Exhibits C and D attached and incorporated herein by this reference. If funded for small capital infrastructure and/or a special project, the District will complete the approved project in accordance with the budget and Exhibits C and D incorporated herein by this reference. The District is subject to all applicable laws and regulations. The District understands and agrees that administrative charges and indirect costs shall not be an approved budget item.

The District has been provided a copy of relevant Articles of the Interagency Agreement Between C/CAG and the San Mateo County Superintendent of Schools (Attachment A, C/CAG Agreement). The C/CAG Agreement acknowledges that District is a contractor to SMCOE, or a subcontractor under the C/CAG Agreement. Accordingly, District agrees: that provisions of the C/CAG Agreement, as set forth in the Articles in Attachment A, relating to contractors and subcontractors of SMCOE apply to District; that said provisions are agreed to by District and incorporated herein; and that District will comply with all contract requirements contained in the Agreement with regard to contractors and subcontractors, specifically including provisions and attachments related to Fair Employment Practices and Nondiscrimination Assurances.

5. COUNTY SUPERINTENDENT'S RESPONSIBILITIES

In consideration for the District's implementation of the SRTS Program in accordance with the provisions of this Agreement, County Superintendent will reimburse non-infrastructure grant funds to the District in an amount not to exceed \$37,000 ("NI Grant Award") and/or reimburse Infrastructure/Special Project grant funds to the District in an amount not to exceed \$0 ("I/SP Grant Award"). This is a reimbursable grant award. Disbursement of the NI and/or I/SP Grant Awards shall be made to the District through reimbursement. Funds will be made available through quarterly reimbursements pending receipt and approval of budget and activity reports from the District to the County Superintendent as outlined in Exhibits A and B. Failure to submit budget and activity reports may result in the withholding of any or all of the Grant Award. Failure to submit the year-end budget and activity report may result in the withholding of any or all of the Grant Award.

A. The County Superintendent shall:

- 1) Monitor contract operations and reports relating to compliance with C/CAG and TA requirements and the standards contained in the Federal Safe Routes to School Chapter 24 guidelines.
- 2) Organize the San Mateo County Office of Education's (SMCOE) annual Safe Routes to School Summit and up to four Operations Committee Meetings during the 2021-2022 school years.

- 3) Provide program assistance and technical budget support to the Safe Routes to School Coordinators of the District.
 - 4) Provide weekly Office Hours via Zoom for participants to receive assistance as needed.
 - 5) Provide districts with a list of approved SRTS vendors for school year 2021-2022.
- B. The County Superintendent reserves the right to reduce or eliminate any or all of the District's Grant Award allocation, when in her opinion, the District fails to submit required reports or the District fails to conduct its operations in accordance with Chapter 24 of the Federal Safe Routes to School Guidelines or Congestion Mitigation and Air Quality (CMAQ) Improvement Funds Guidelines.

Caltrans: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/safe-route-to-school-program>

CMAQ: [https://grants.nih.gov/grants/policy/Archive%20Version%20of%202%20CFR%20Part%20225%20\(11-25-14\).pdf](https://grants.nih.gov/grants/policy/Archive%20Version%20of%202%20CFR%20Part%20225%20(11-25-14).pdf)

- C. The County Superintendent shall notify the District in writing of changes in laws or regulations affecting this contract prior to their effective date or as soon as possible after enactment.

6. DISTRICT'S RESPONSIBILITIES

The District shall:

- A. Implement SRTS activities as described below and outlined in Exhibit "D" (Scope of Work for the 2021-2022 school year).
- B. Ensure that SRTS funds are used only to support SRTS specific programs and activities with education and engineering firm(s) from the approved vendor list as appropriate. The District understands that funds may only be used to pay for walk audits, special projects or other infrastructure projects if funds were awarded specifically for that purpose. The District understands and agrees that non-approved expenditures, including, but not limited to those outlined in Exhibit "C" must be paid by the District, and will not be included as approved expenses against the Grant Award. The District understands and agrees that grant funds not expended on approved expenditures by June 17, 2022 will not be reimbursed unless permission for an extension until June 30, 2022 has been granted by SMCOE SRTS.

- C. Complete budget and activity reports as demonstrated in Exhibit A and Exhibit B and submit them to the County Superintendent on or before the dates listed below:

QUARTER	BUDGET & ACTIVITY REPORTS DUE DATE
First - 7/1/21 – 9/30/21	10/15/21
Second - 10/1/21 – 12/31/21	1/21/22
Third - 1/1/22 – 3/31/22	4/15/22
Fourth - 4/1/22 – 6/17/22	6/30/22

Activity Report template and instructions will be reviewed with District representatives on an as needed basis.

- D. Complete end of the year budget and activity reports as demonstrated in Exhibit A and Exhibit B and submit them to the County Superintendent on or before June 30, 2022 for the 2021-2022 school year.
- E. If students are on site, gather two consecutive days of student travel data in fall 2021, and spring 2022. Submit during the September through November evaluation period in fall 2021 and during the January through May evaluation period for spring 2022.
- F. Gather parent survey data as well as promote and facilitate electronic data submission during the fall 2021 - spring 2022 evaluation period.
- G. Participate in at least two of the following Countywide events: International Walk to School Day (October 6, 2021), Ruby Bridges Walk to School Day (November 17, 2021), Earth Day (April 2022) and National Bike to School Day (May 4, 2022). (School level grantees need to participate in at least one of the countywide events.)
- H. Attend the annual Safe Routes to School Summit and Coordinator Meetings.
- a. Safe Routes to School Summit (via Zoom) – Wednesday, August 25, 2021 - 8:30 am – 11:45 am
 - b. Coordinator Meetings* take place from 9:00 am – 11:00 am on the following Thursdays:
 - i. 12/9/21
 - ii. 3/3/22
 - iii. 5/12/22

*Meetings will be held in person or via Zoom as necessary.

- I. Provide all SRTS information on its website including, but not limited to the following:
- 1) Event dates and a description of event activities

- 2) Contact information for district's local SRTS coordinator
 - 3) Suggested walk and bike route information to the extent practical
 - 4) Source of funding is the City/County Association of Governments and/or the San Mateo County Transportation Authority.
 - 5) Maintain records for program review, evaluation, audit and/or other purposes and make them available to persons authorized by the State, including the County Superintendent, and/or Federal grantor agencies. Should the contractual relationship terminate, all original records will be provided to the County Superintendent within ten (10) days of the termination.
 - 6) Maintain all records related to this Agreement for no less than three years after Superintendent makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the San Mateo County Office of Education, C/CAG, TA, the State of California, and/or Federal grantor agencies.
- J. The District understands and agrees that it is liable for any audit exceptions or overpayments made in this or prior years. In addition to any other remedy or source of funds, the County Superintendent may recover any audit exceptions or overpayments from claims for reimbursement under this Agreement or any subsequent agreement to the extent of claimed reimbursements.

7. INDEMNIFICATION

The District agrees to indemnify and defend the County Superintendent and County Office of Education and its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the District's participation in the Safe Routes to School Program including trainings offered by the San Mateo County of Education within this program and any negligence of the District in the performance of this Agreement.

8. TERMINATION

- A. The County Superintendent may terminate this Agreement upon 30 days written notice to the District specifying the District's breach of any of the terms of this Agreement. The District may cure the specified breach within the 30-day notice period. In the event that the District fails to cure or to commence to cure the specified breach within the 30-day notice period, the Agreement shall be terminated. Expenditures made prior to this written notice will be paid, not exceeding the Grant Award, by the County Superintendent.

- B. If any of the conditions contained in the Funding Terms and Conditions (Section 4, above) arise which warrant termination of funding, then this Agreement shall automatically be canceled as of the date funding is terminated.
- C. If the Agreement is canceled, the District shall cooperate with the County Superintendent to effectuate the termination, including copying any records deemed necessary by the County Superintendent. The District shall be paid according to the Funding Terms and Conditions (Section 4, above) for actual services rendered through the date of cancellation.

9. **COMPLIANCE WITH ALL LAWS**

- A. The District shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the general applicability of the foregoing, the District shall not discriminate, in any way, against any person on the basis of legally protected characteristic in connection with or related to the performance of this Agreement.
- B. District shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

10. **MERGER CLAUSE**

This Agreement, including Exhibits "A," "B," "C," and "D" attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Due to the administrative burden caused by frequent modifications, the parties agree to limit the number of contract amendments to the greatest extent possible. The parties anticipate that there will be no more than one contract amendment during the term of this Agreement. However, the County Superintendent may, in her sole discretion, agree to additional amendments if she determines that it is in the best interests of the program. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or her authorized designee. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A," "B," "C," and "D" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between Superintendent and the District.

11. COMMUNICATIONS

- A. This Agreement is of no force or effect unless or until authorized signatures from the County Superintendent and the District appear on this document and the updated workplan (Exhibit D) has been received.
- B. For any communication regarding this agreement contact:

San Mateo County Office of Education
ATTN: Theresa Vallez-Kelly, Coordinator, Safe Routes to School
101 Twin Dolphin Drive
Redwood City, CA 94065-1064

Telephone: (650) 802-5429

Email: tvkelly@smcoe.org



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San Mateo County Superintendent of Schools

District Superintendent or Designee

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Please return this entire document with original signatures to the San Mateo County Office of Education no later than Tuesday, August 31, 2021. Please note: Grantees may not invoice for grant funds until the MOU is signed and returned to SMCOE and the updated workplan (Exhibit D) has been completed and approved.

San Mateo County Office of Education
ATTN: Theresa Vallez-Kelly, Coordinator, Safe Routes to School
101 Twin Dolphin Drive
Redwood City, CA 94065-1064

EXHIBIT A

**SMCOE SRTS Project
Progress Report**

Project Name:

District Name:

Reporting Period:

Report Date:

Prepared By:

Phone:

Email:

Total Contract Award:

Total Amount Expended:

Total Amount Expended This Invoice Period:

OBJECTIVES FROM WORKPLAN

List each objective worked on this invoice period including a brief description

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ACTIVITIES

SCHEDULE

PROGRESS

Provide Work Plan Activity # and Description	Start/End Date	Estimated % Completed	Accomplishments to Date

DELIVERABLES ACHIEVED THIS INVOICE PERIOD

Provide a list of items or activities that were completed this invoice period

SIGNIFICANT ISSUES THIS QUARTER

Identify and briefly discuss significant issues that may impact implementation of the objectives

CHANGE REQUEST NEEDED TO SCOPE, COST OR SCHEDULE

Briefly discuss scope, cost or schedule changes needed to implement the objectives

****Examples of PROJECT deliverables and tangible evidence are listed below:**

Deliverable	Tangible Evidence
Hold SRTS Events	Announcements; Advertisements; Pictures; Attendance List; Schedule of events
Collect data for SRTS Evaluation	Student Tally or School Surveys
Conduct Walkability/Bikability Survey of School Area	Walkability/Bikability Report; Walk/Bike to School (Circulation) Plan; Maps.
Conduct Education and Outreach	Attendance lists; Curriculum; Schedule
Establish SRTS Task Force	Task Force Charter; Meeting Agendas and Minutes
Purchase Equipment or Incentives	Purchase receipts; pictures; Description of usage
Implement SRTS Program(s), e.g. encouragement events, Walking School Bus, etc.	Announcements; Advertisements; Pictures; Attendance List; Schedule of events
Improve District SRTS Webpage	Mock-up Screens for Website Development;
SRTS Training Webinar	Copy of Webinar Material

Exhibit B

Sample Budget Report (an excel spreadsheet will be sent to SRTS coordinator and district business office.)

FISCAL REPORT FOR SAFE ROUTES TO SCHOOL PROGRAMS

School District Name:						REPORTING PERIOD	
Analyst:						Month Ending:	
Report Type (mark one):		<input type="checkbox"/> Interim	<input type="checkbox"/> Year End		Year:		
		Quarter 1	Quarter 2	Quarter 3	Quarter 4	CUMULATIVE	
SECTION III - EXPENSES							
REIMBURSABLE							
1000 Certificated Salaries							\$0
2000 Classified Salaries							\$0
3000 Employee Benefits							\$0
4000 Books and Supplies							\$0
5000 Services and Other Operating Expenses							\$0
6100/6200 Other Approved Capital Outlay							\$0
6400 New Equipment (<i>program-related</i>)							\$0
6500 Equipment Replacement (<i>program-related</i>)							\$0
Walk Audit(s)							\$0
TOTAL EXPENSES		\$0	\$0	\$0	\$0		\$0
COMMENTS: (Attach invoices and receipts as appropriate)							
CERTIFICATION:							
<i>I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.</i>							
Signature of School District Designee <i>(Original signature only)</i>			E-mail Address:		Telephone:		Date:

Designee Name & Title (Please Print):			
School District Fiscal Contact Name & Title:	E-mail Address:	Telephone:	Date:

Cover sheet must be included with all budget reports. A copy of this will be sent to SRTS coordinator and district business office.

Name of School or District			
Item Number(Please number evidence to correspond)	Budget Item (i.e., Salaries, expense, consulting fees, etc.)	Form of evidence (i.e., receipt, salary sheet, etc.)	Amount
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
11			\$0.00
12			\$0.00
13			\$0.00
14			\$0.00
15			\$0.00
16			\$0.00
17			\$0.00
18			\$0.00
19			\$0.00
20			\$0.00
		Total	\$0.00

**Active Transportation Program: Non-Infrastructure Program
Expenditure and Cost Guidance
(Effective Date: May 16, 2018)**

The Active Transportation Program (ATP) is a combination of State and Federal funding sources, and covers a wide variety of project types, including non-infrastructure (NI) – education, encouragement, and enforcement activities that further the goals of the ATP. Non-infrastructure projects are not limited to those benefiting school students. Non-infrastructure projects may utilize existing best practices or be innovative in nature. These guidelines are provided to assist agencies in understanding eligible non-infrastructure expenditures under the ATP.

Section I: Guidance Overview focuses on procedures for overarching non-infrastructure costs.

Section II: Detailed Guidance on Items and Costs includes the parameters for eligible non-infrastructure expenses. This section correlates to the Exhibit 22-R, “ATP Non-Infrastructure Project Work Plan”, which agencies are required to complete for an NI project to document the tasks and expenditures of the project.

Section III: Ineligible Expenses describes items that cannot be purchased with ATP funds.

SECTION I: GUIDANCE OVERVIEW <i>Overarching procedures for non-infrastructure costs</i>
<p>Sustainability ATP Guidelines state that the CTC’s intention is to fund ATP non-infrastructure pilot and start-up projects that can demonstrate funding for ongoing efforts. The ATP cannot fund existing or ongoing program operations. All non-infrastructure projects must demonstrate how the program is sustainable and will be continued after ATP funding is exhausted.</p>
<p>Consultants To hire and pay consultants, a competitive process, such as RFQ/RFP/PIF, must be utilized. Consultants include, but are not limited to, experts for walk audits, evaluation experts, League-Certified Instructors, education and outreach consultants, etc.</p>
<p>Competitive Bidding Purchases must follow local competitive bid / small procurement procedures, which can include receiving multiple (often three) bids to ensure reasonable cost.</p>
<p>Donated or In-Kind Services/Items Donated items or in-kind items/services do not count towards the limitations herein, but must still be documented on the 22-R.</p>
<p>Pre-Approval Purchases of items not mentioned or requiring approval in Section II: Detailed Guidance on Items and Costs may be eligible, but must be pre-approved by Caltrans on a case-by-case basis. Requests must be submitted to the Caltrans District ATP Coordinator who will work with the HQ NI Program Manager to determine eligibility.</p>

SECTION II: DETAILED GUIDANCE on ITEMS and COSTS

The parameters for eligible non-infrastructure (NI) expenses

The Exhibit 22-R “Non-Infrastructure Work Plan” requires applicants/implementing agencies to organize the program work into primary Tasks. Each Task is then broken down further by Activities, Deliverables, and Costs. This guidance focuses on the eligibility of the identified costs.

The cost categories on the Exhibit 22-R are divided into Staff Costs, Indirect Costs, and Other Costs, each with respective sub-categories as shown here:

Staff Costs (includes staff training)

- Agency Staff Time
- Consultant Staff Time

Indirect Costs

- ICAP/ICRP

Other Costs

- Travel
- Equipment
- Supplies/Materials
- Incentives
- Other Direct Costs

STAFF COSTS

Staff Time

Reasonable part-time or full-time staff needs include:

- Salaries and benefits for **agency staff** needed to support an ATP NI project.
- Costs for **Law Enforcement** staff that will support ATP NI program activities/events.
- Costs to engage the services of a **consultant** (either non-profit or for-profit) to support an ATP NI project.

NOTE:

- Volunteers cannot be paid for their time, however necessary travel expenses needed for coordination and training efforts are allowable (see Travel).
- Crossing Guards salaries are not an eligible expense, however crossing guard training is allowable.

STAFF TIME EXAMPLES

- *Agency staff time may include planners, public health professionals, engineers, school or school district staff*
- *SRTS Program Manager: a person that runs an entire city, county, or some other area-wide division that includes numerous schools.*

	<ul style="list-style-type: none"> • <i>School Coordinator: a person that runs an individual schools SRTS program.</i> • <i>Costs to engage the services of a consultant (either non-profit or for-profit) to manage an NI program.</i> • <i>Costs to pay for a substitute teacher if needed to cover for a faculty attending SRTS functions during school hours.</i> • <i>Costs for additional law enforcement around the school or school routes when students are traveling to and from school during normal school hours or at demonstration projects/open streets events.</i>
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Staff Training

Staff training, if necessary, should be limited to the specific area of training needed. Training should utilize available ATRC courses/materials as applicable (<http://caatpresources.org/>)

NOTE:

- General attendance at conferences is not an eligible expense.

STAFF TRAINING EXAMPLES	<ul style="list-style-type: none"> • <i>Training for crossing guards</i> • <i>Train the trainer</i> • <i>Regional training for school staff, community liaisons, and volunteers</i>
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INDIRECT COSTS

ICAP/ICRP

Agencies must have an approved Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) agreement with Caltrans in order to be reimbursed for Indirect Costs. If the agency does not have a current ICAP/ICRP, it must submit an ICAP/ICRP request in accordance with the options and submission processes found on the Caltrans Division of Audits and Investigations (A&I) webpage: <http://www.dot.ca.gov/hq/audits/>.

DOCUMENTATION	<ul style="list-style-type: none"> • <i>Approved ICAP/ICRP letter</i> • <i>Provisional ICAP rate from A&I, until receiving an approved ICAP</i>
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OTHER COSTS

Travel

Travel costs are for necessary **staff/volunteer travel only**, not to be used as an incentive. Travel should conform to State rates or the responsible agency reimbursement guidelines.

NOTE:

- General attendance at conferences is not an eligible expense.
- Out of State travel is not an eligible expense.

<p style="text-align: center;">TRAVEL EXAMPLES</p>	<p>Reasonable travel costs include:</p> <ul style="list-style-type: none"> • <i>Mileage/airfare/transit passes/hotel/per-diem/parking/taxi fare to and from meetings, trainings, or events.</i> • <i>Auto insurance (e.g. to move bicycle fleets).</i>
<p>Equipment</p>	
<p>Equipment is for training/educational purposes only. These items cannot be given away or used for raffles, incentives, prizes, etc.</p> <p>Equipment, including bicycles and helmets, may be purchased for use during training and educational events, such as bike rodeos or other similar events. Helmets and bicycles should be bought in volume to minimize cost. Items are intended to be kept and used beyond the life of the project as part of a sustainable ATP program (<i>see Section 1, Sustainability</i>).</p> <p>NOTE:</p> <ul style="list-style-type: none"> • The unit cost for one item cannot exceed \$50, unless otherwise noted in the list below, or as pre-approved by Caltrans (<i>see Section 1, Pre-Approval</i>). • Cost limits are excluding tax. • All items must be “reasonable” costs justified by small procurement procedures. • Computers, laptops, etc., are <u>not</u> eligible equipment for this purpose. • Donated equipment is not subject to cost limitations. 	
<p style="text-align: center;">WALKING and BICYCLING EQUIPMENT EXAMPLES</p>	<p><u>Bicycles/Helmets:</u></p> <ul style="list-style-type: none"> • <i>Bicycles</i> <ul style="list-style-type: none"> ○ <i>Bicycle cost is limited to \$250 per bicycle</i> • <i>Bicycle helmets</i> <ul style="list-style-type: none"> ○ <i>Bicycle helmet cost is limited to \$20 per helmet</i> <p><u>Training/Educational Equipment:</u></p> <ul style="list-style-type: none"> • <i>Bicycle locks and cables</i> • <i>Bicycle repair stands (limited to \$150/stand)</i> • <i>Bicycle tires/tubes</i> • <i>Bicycle patch kits</i> • <i>Bicycle tire pumps</i> • <i>Bicycle lubricants</i> • <i>Bicycle repair tools</i> • <i>Bicycle lights</i> • <i>Bicycle saddle bags</i> • <i>Water bottles and/or bottle cages</i> • <i>Chalk and chalk marking sticks</i> • <i>Tables/chairs for registration areas</i> • <i>Barriers/Fences for safe bicycle/pedestrian traffic flow</i> • <i>Shade tents for sun protection</i> • <i>Easels</i>

	<ul style="list-style-type: none"> • <i>Scanner (limited to \$250/scanner) and related equipment (e.g. barcode tags and barcode readers for computer-based active transportation data collection efforts).</i> • <i>Bicycle Trailers (cost is subject to Pre-Approval, see Section 1)</i> <ul style="list-style-type: none"> ○ <i>Eligible for school districts only for the use of each school within the district.</i> ○ <i>Bicycles/trailer must be available for other surrounding agencies use, with district schools having priority.</i> ○ <i>Must show sustainable plan for continuous maintenance.</i>
<p>SAFETY GEAR EQUIPMENT EXAMPLES</p>	<p>These items are allowable for staff, trainers, and volunteers. Gear must be necessary for the staff/volunteers to complete the program work and responsibilities.</p> <ul style="list-style-type: none"> • <i>Bicycle helmets (see above)</i> • <i>Rain gear (including umbrellas)</i> • <i>Safety vests</i> • <i>Stop-sign paddles</i> • <i>Safety cones</i> • <i>Identification badges/pins/sashes</i>
<p>ACTIVE TRANSPORTATION EVENT EQUIPMENT EXAMPLES</p>	<p>Only that portion of the expense that is directly related to an awarded ATP project is eligible for reimbursement.</p> <p>Equipment includes but are not limited to:</p> <ul style="list-style-type: none"> • <i>Event insurance (exception to max cost)</i> • <i>Costs for additional law enforcement</i> • <i>Chalk/ Chalk marking sticks</i> • <i>Safety Cones</i> • <i>Barriers/Fences for safe bicycle/pedestrian traffic flow</i> • <i>Tables/Chairs for sign-in areas</i> • <i>Shade tents for sun protection</i> • <i>Easels</i> • <i>Rental items necessary for the event</i>
<p>Supplies/Materials</p>	
<p>Before expending funds on new education and encouragement materials, the use existing SRTS, bike, and/or pedestrian materials already developed by the ATRC, National Center for SRTS, the SRTS National Partnership, FHWA, and/or other states, is encouraged.</p> <ul style="list-style-type: none"> • Visit the ATRC for educational materials and links: http://caatpresources.org/ <p>Expenses to design/develop alternative SRTS, bike and/or pedestrian materials, when comparable materials are already available from the above listed sources, must be pre-approved by the Caltrans HQ NI Program Manager (<i>see Section 1: Pre-Approval</i>).</p>	

Reasonable supplies/materials costs include:

- Educational/encouragement materials that are specific to bicycling and walking.
 - Transit-related items are not an eligible component of ATP NI projects
- Office supplies

**SUPPLIES/MATERIALS
EXAMPLES**

Supplies/materials include but are not limited to:

- *Curricula*
- *Training materials, handouts, flyers, etc.*
- *Walking School Bus and/or Bicycle Train guides*
- *School walking and/or bicycling route maps*
- *Parent tip sheets*
- *Educational DVDs*
- *Walking and/or bicycling activity and safety books*
- *Bookmarks with walking/bicycling safety messages*
- *Graphic design costs associated with developing new education and encouragement materials.*
- *Printing costs associated with new education and encouragement materials.*
- *Office supplies (e.g. paper, pens, staples, ink cartridges, etc.)*

Incentives

Allowable incentives are limited to pedestrian and bicycle related educational safety materials.

Incentives are classified into two different categories: “Major” and “Minor” items, with different rules and allowances for each category. Incentives cannot be purchased for raffles, promotions, giveaways, or other similarly intended uses except as allowed herein.

Minor:

- Allowable minor incentives are limited to SRTS K-8 projects.
- Minor incentives should be used as rewards for program participation, not given to the entire student body/community whether or not they participate in an NI activity.
- All materials must include a safety message.
- Total value of incentives are not to exceed \$5/participant.
- Donated items are not subject to in the cost limits.

Major:

- Allowable major incentives are limited to SRTS K-8 projects.
- Major incentives should only be used as reward for outstanding participation or achievement in the program over the course of a year.
- Major incentives should be used as rewards for program participation, not given to the entire student body/community whether or not they participate in an NI activity.
- Donated items are not subject to the cost limits.

INCENTIVE EXAMPLES	<p><u>Minor:</u></p> <ul style="list-style-type: none"> • <i>Punch card holders</i> • <i>Scanning tags or punch cards</i> • <i>Awards certificates (certificates acknowledging achievement or participation, not gift certificates)</i> • <i>Healthy snacks</i> • <i>Reflective items (zipper pulls, wrist/ankle bands)</i> • <i>Bicycle bells</i> • <i>Coloring books on bike/ped safety</i> • <i>Golden Sneaker Trophy (for SRTS classroom contests)</i> <p><u>Major:</u></p> <ul style="list-style-type: none"> • <i>Major incentives are limited to bicycle helmets with the following criteria:</i> <ul style="list-style-type: none"> ○ <i>Helmet cost is limited to \$20/helmet (excluding tax)</i> ○ <i>Maximum of 2 helmets: per grade level/per school /per school year.</i> • <i>Helmets should be purchased in volume to minimize costs. Caltrans does not endorse any particular business or vendor. Many sources for bulk purchases exist, including:</i> <ul style="list-style-type: none"> ○ <i>Helmetsrus.net</i> ○ <i>Prorider.com</i> ○ <i>Americansafetyandsmoke.com</i>
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Other Direct Costs

Other Direct Costs should not include any indirect costs (see ICAP/ICRP section).

Reasonable direct costs include:

- Meeting/training rental fees
- Food for working meetings
 - Food should be “healthy” and of reasonable cost, an example of reasonable cost is conforming to State reimbursement guidelines including: \$8 breakfast, \$12 lunch, \$20 dinner
- Phone service (does not include equipment – see Section III: Ineligible Expenses).
- Postage/shipping
- Webinar services
- Website services

SECTION III: INELIGIBLE EXPENSES

Items that cannot be purchased with ATP funds

Certain items are not eligible for either Operating expenses or Program expenses. This list is not exhaustive. Please contact Caltrans for clarification on these items, if needed. Under certain circumstances, Caltrans may approve the use of ATP funds for the purchase of typically ineligible items. This would be done on a case-by-case basis if the applicant can justify that the item primarily benefits the non-motorized user. Such approvals must be obtained through the “Item Eligibility Exception Process” prior to submitting the application.

These items are not eligible Operating Expenses:

- Cash/Gifts/Gift cards
- Electronic Equipment
- Salaries for volunteers or crossing guards

These items are not eligible Program Expenses:

- Cash/Gifts/Gift cards
- Electronic Equipment
- Bikes for raffles, incentives, prizes, or giveaways
- Clothing
- Participant Meals

EXAMPLES OF INELIGIBLE EXPENSES

Ineligible expenses include but are not limited to:

- *Gift cards/Gift certificates*
- *Computers/laptops/software*
- *Printers*
- *iPads/tablets*
- *iPods/MP3 Players*
- *Cell phones*
- *Smart Boards*
- *Projectors*
- *Salaries for volunteers or crossing guards*
- *Heart Monitors*
- *Bikes for raffles, incentives, prizes, or giveaways*
- *Bike racks*
- *T-shirts*
- *Skateboards, scooters*
- *Incentives (Major or Minor) used for non-SRTS events*
- *Incentives used as rewards for simply attending, but not requiring participation in the event*
- *Event participant meals*

Exhibit D

Key Action Steps	Timeline	Expected Outcome	Person/Area Responsible	Non-Infrastructure Budget/Estimated Cost	Associated SRTS E
<i>Define each action step on its own row. Define as many action steps as necessary by adding rows to the table.</i>	<i>An expected completion date (month and year) must be defined for each action step.</i>	<i>An expected outcome must be defined for each action step.</i>	<i>A responsible person must be identified for each action step.</i>	<i>Add in estimated cost.</i>	<i>Education, Encouragement, Enforcement, Evaluation, Engineering, Equity</i>
Goal #1: Meet all grant requirements in a timely manner					
Conduct parent and student surveys	Fall 2020 and Spring 2021	Student travel tally will be conducted in fall and spring and show an increase in active transportation; Parents/Caregivers will participate in parent survey	SRTS Coordinator (site or district)	\$0.00	Evaluation
Attend SRTS Coordinator meetings	August 2021-May 2022	Attendance at meetings	SRTS Coordinator (site or district)	\$0.00	Engagement
Engage schools to participate in county-wide walk/roll to school events	October 2021-May 2022	Participation of at least 50% of school sites (district); 30% of students (school site)	SRTS Coordinator (site or district)	\$0.00	Encouragement
Submit all reports on time	October 2021-June 2022	Reports will be completed and submitted on time	SRTS Coordinator (site or district)	\$0.00	Evaluation
Goal #2: Third and fourth graders will learn about safe walking and biking to school					
Host a total of 17 in-person classes for bicycle and pedestrian skills training for 3rd and 4th graders.	22-Apr	Third and fourth graders will improve their knowledge on walking safely to and from school, and on signs and rules for safe bicycling.	Climate Corps AmeriCorps Fellow, RCSD Director of Student Services, School Champion and Silicon Valley Bicycle Coalition	\$5,100 (\$300/class)	Education
Goal #3: Third and fourth graders will practice safe walking and biking to school					
Host outdoor pedestrian/ bike rodeos.	22-May	Third and fourth graders will implement firsthand the lessons they received in class and gain new skills and confidence in walking and biking safely.	Climate Corps AmeriCorps Fellow, RCSD Director of Student Services and Silicon Valley Bicycle Coalition	\$7,650 (\$450/class)	Education, Engagement, Encouragement
Goal #4: District will engage school community to share insights on their challenges in school commute to co-design improvements in SRTS program					
Assessing the challenges for students taking new / usual routes to schools and co-designing improvements.	22-Jan	Information from students and community members about their daily commute challenges to/from school, will provide insights into designing and prioritizing improvements for the SRTS program.	Climate Corps AmeriCorps Fellow, RCSD Director of Student Services, School Champion and Our Voice (Stanford)	\$18,000 (\$4,500/school)	Evaluation, Equity, Engagement
Data on commute preferences, barriers to safe walking and biking to school will be gathered using parent surveys and student tallies.	22-Apr	Findings from these surveys will help guide decisions to make necessary changes to improve SRTS program and track progress.	Climate Corps AmeriCorps Fellow, RCSD Director of Student Services, and School Champion	\$0.00	Evaluation, Equity, Engagement
Goal #5: District will ensure middle school students receive customized skills training					
Conduct school assembly for middle schoolers.	22-Mar	Middle school students will learn in-depth bicycle safety that is tailored for them.	Climate Corps AmeriCorps Fellow, RCSD Director of Student Services and Ecology Action	\$1,775.00	Education, Equity, Encouragement
Goal #6: District will engage and support school communities to promote walk/bike to school days to increase number of students taking these mode					
Celebrate Walk/Bike to School Day events, make district wide announcements on the importance of these events, giveaways, promote maps once developed etc.	22-May	Increased number of students walking or biking to school on at least 2 events in 2021-22: Walk to School day Oct 6, Ruby Bridges Nov 14, Earth day Apr 22, Bike to school day	Climate Corps AmeriCorps Fellow, RCSD Director of Student Services	\$1,250.00	Equity, Encouragement, Engagement
Continue with school's crossing guard program and support with any materials or equipment needed.	22-May	Students walking or biking to school will receive the support they need to be safe.	District Employees and Transportation Dept., Climate Corps AmeriCorps Fellow, RCSD Director of Student Services	\$225.00	Equity, Encouragement, Engagement
Goal #7: School champions will assist in program coordination and implementation, and help sustain the efforts					
Recruit at least one champion for school to assist with program activities and sustain the efforts.	21-Nov	To have one champion per school (total 4) to ensure communications about upcoming events, assist Director of Student Services with program activities (time commitment 20-30 hours a year).	Climate Corps AmeriCorps Fellow, RCSD Director of Student Services	\$3,000 (\$750/champ on)	Engagement (and Sustainability)

	Non-Infrastructure Budget (Estimated Total)
ESTIMATED TOTAL:	\$6,250.00

Directions:

• Please click File > Make a copy OR File > Download > Microsoft Excel (.xlsx) to start editing this application.

• Give a BRIEF description of each of your goals on the blue "Goal #" rows.
• For each Goal, list DETAILED descriptions on the various steps you will take towards these goals under the "Key Action Steps" column.

• For each Key Action Step, complete the respective "Timeline," "Expected Outcome," "Person/Area Responsible," and "Associated SRTS E" fields. More specific instructions for completing each field is in red text below the respective columns.

• For each Key Action Step, provide an estimated cost for completion.

• If the expenditure would not be an infrastructure expense (e.g. promotional materials, books, pencils), add the estimated cost under the "Non-Infrastructure Budget/Estimated Cost" column.

• If the expenditure would be an infrastructure expense (e.g. signage, lighting), add the estimated cost under the "Infrastructure/Special Projects Budget/Estimated Cost).

• If the given rows is not enough space to list all of the Key Action Steps you intend to take for a goal, right click the row of your last Key Action Step and click "Insert Row."

• Navigate to the Example tab to take a look at a sample Goal section.

ATTACHMENT A

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of

contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair

Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- A. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- B. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 2%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the

termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final

invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXIII INSPECTION OF WORK

- A. CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.