



Anne E. Campbell • County Superintendent of Schools

**SAN MATEO  
COUNTY  
OFFICE OF  
EDUCATION**

Agreement Between  
**SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS**  
and  
Agency  
Pursuant to a  
**Safe Routes to School Grant**  
**July 1, 2015 to June 30, 2016**

**District Name and Address**

School District:  
San Carlos School District  
1200 Industrial Road, Suite 9  
San Carlos, CA 94070-3802

**District:** Mail activity and budget reports to:

Department: Safe Routes to School  
Attention: Laura Wellington  
Address: San Mateo County Office of Education  
101 Twin Dolphin Drive.  
City, State, Zip: Redwood City, CA 94080

**1. PARTIES**

This contract is made and entered into, in the State of California, by and between the San Mateo County Superintendent of Schools ("County Superintendent") as the Local Education Agency (LEA) under a Safe Routes to School grant (SRTS) and San Carlos School District ("District").

**2. TERM**

The term of this agreement is July 1, 2015 through June 30, 2016.

**3. FUNDING CONTINGENCY**

Funding for this agreement is contingent upon the appropriation and availability of funds from the City/County Association of Governments ("C/CAG"). Consequently, this agreement is not effective or enforceable until the current application that approves the spending of the funds is fully executed by C/CAG.

**4. FUNDING TERMS AND CONDITIONS**

If funded, the District agrees to provide services in accordance with the budget and EXHIBITS C and D attached and incorporated by this reference into this agreement. The District is subject to all applicable laws and regulations. The District understands and agrees that administrative charges shall not exceed five percent (5%) of the total grant award. The District understands and agrees that indirect charges shall not be an approved budget item.

**5. COUNTY SUPERINTENDENT'S RESPONSIBILITIES**

**A. The County Superintendent shall:**

1. In consideration for the District's implementation of the SRTS Program in accordance with the provisions of this Agreement, extend grant funds to the District

in an amount not to exceed \$28,000 (TWENTY-EIGHT THOUSAND DOLLARS) ("Grant Award"). Disbursement of the Grant Award shall be made to the District through installments and reimbursement. Two-thirds of the grant award will be made available through equal installment payments on August 1, 2015 and December 1, 2015 pending receipt and approval of budget and activity reports from the District to the County Superintendent as outlined in Exhibit A. Failure to submit budget and activity reports and failure to expend all grant funds before submission of the budget and activity report may result in the withholding of any or all of the grant award. In the event all MOU grant funds have not been expended prior to the submission of the budget and activity report, upon approval of the budget and activity report, grant funds may be made available on a reimbursement basis. One-third of the grant award will be made available on a reimbursement basis pending receipt and approval of a year-end budget and activity report on July 10, 2016. Failure to submit the year-end budget and activity report may result in the withholding of any or all of the grant award.

2. Monitor contract operations and reports relating to compliance with the City/County Association of Governments of San Mateo County (C/CAG) requirements and the standards contained in the Federal Safe Routes to School Chapter 24 guidelines.
3. Organize SMCOE's annual Program Orientation and all four (4) Operations Committee Meetings.
4. Provide program assistance and technical budget support to the Safe Routes to School Coordinators of the District.
5. Select engineering firms from the approved vendor list to work in schools and school districts as appropriate.

- 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.
- 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

- A. The District shall:
  1. Implement SRTS activities as described below and outlined in Exhibit "E" (Scope of Work) attached hereto:
    - a) Increase bicycle and pedestrian safety skills
  2. 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 and assigned. The District understands and agrees that non-approved expenditures, including, but not limited to those outlined in Exhibits "C" and "D" 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 30, 2016 must be returned to the County Superintendent.



3. Complete budget and activity reports as demonstrated in Exhibit "A" and submit them to the County Superintendent on November 3, 2015 and March 2, 2016.
4. Complete end of the year budget and activity reports as demonstrated in Exhibit "B" and submit them to the County Superintendent on or before July 10, 2016.
5. Gather student travel data and submit electronically during the August through December evaluation period.
6. Gather parent survey data as well as promote and facilitate electronic data submission during the August through December evaluation period.
7. Participate in at least one (1) of the following Countywide events: International Walk to School Day, Earth Day, or National Bike to School Day.
8. Attend the annual Program Orientation meeting and all four (4) Operation Committee Meetings.
9. Provide all Safe Routes to School information on its website including, but not limited to the following:
  - a) Event dates and a description of event activities
  - b) Contact information for their local coordinator
  - c) Suggested route information to the extent practical
  - d) Source of funding is the City/County Association of Governments.
10. 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 records will be provided immediately to the County Superintendent for copying and all original records will be delivered to the County Superintendent within thirty (30) days of the termination.
11. 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, the State of California, and/or Federal grantor agencies.

- B. 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 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 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 FT&C 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 FT&C 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 generality of the foregoing, the District shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed or national origin in connection with or related to the performance of this Agreement.
- B. With respect to the provision of employee benefits, the District shall comply with the San Mateo County Office of Education Board Policy which prohibits the District from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- C. 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," "D," and "E" 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," "D," and "E" 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.

B. For any communication regarding this agreement contact:

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

Telephone: (650) 802-5306  
Email: [lwellington@smcoe.org](mailto:lwellington@smcoe.org)



San Mateo County Superintendent of Schools

*Denise Porterfield*

Signature

Denise Porterfield

Print Name

Deputy Superintendent  
Business Services Division

Title

7/13/15

Date

Superintendent or Designee

*Robert Porter*

Signature

Robert Porter

Print Name

COO

Title

6/25/2015

Date

*Old name*

## EXHIBIT A

SAFE ROUTES TO SCHOOL ACTIVITY REPORT 2015-2016	
<div style="text-align: right;">Exhibit A Page 1 of 2</div> <p><b>Mail Completed Report to:</b>            San Mateo County Office of            Education            Safe Routes to School            ATTN: Laura Wellington,            Coordinator            101 Twin Dolphin Drive            Redwood City, CA            94065</p>	
District:	
Participating School(s):	
Person Submitting Report:	
Reporting Period (check one):	<input type="checkbox"/> July 1 - October 15 (due November 3)
	<input type="checkbox"/> October 16 – February 16 (due March 2)
<b>SECTION I: GOALS AND ACTIVITY PROGRESS REPORT</b>	
Memorandum of Understanding Goals	Activities Summary (Narrative/Bulleted Listed)
Goal 1:	
Goal 2:	

# FISCAL REPORT FOR SAFE ROUTES TO SCHOOL PROGRAMS 2015-2016

Exhibit A Page 2 of 2

<b>School District Name:</b>		<b>REPORTING PERIOD</b>	
<b>Analyst:</b>		<b>Month Ending:</b>	
<b>Report Type (mark one):</b>	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Year End	<b>Year:</b>
	<b>COLUMN A</b>	<b>COLUMN B</b>	<b>COLUMN C</b>
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)
<b>SECTION II - EXPENSES</b>			
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
Depreciation or Use Allowance			\$0
Start-Up Expenses ( <i>service level exemption</i> )			\$0
<b>TOTAL EXPENSES</b>	\$0	\$0	\$0
<b>COMMENTS: (Attach invoices and receipts as appropriate)</b>			
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 (Original signature only)	E-mail Address:	Telephone:	Date:
Designee Name & Title (Please Print)			
School District Fiscal Contact Name & Title	E-mail Address:	Telephone:	Date:



## EXHIBIT B

### YEAR END SAFE ROUTES TO SCHOOL ACTIVITY REPORT 2014-2015

Exhibit B Page 1 of 2

**Mail Completed Report to:**

San Mateo County Office of  
Education  
Safe Routes to School  
ATTN: Laura Wellington,  
Coordinator  
101 Twin Dolphin Drive  
Redwood City, CA  
94065

District:

Participating School(s):

Person Submitting Report:

Reporting Period: ☐ July 1 - June 30 (due July 10)

#### SECTION I - GOALS AND ACTIVITY SUMMARY

Memorandum of Understanding  
Goals

Activities Summary (Narrative/Bulleted Listed)

Goal 1:

#### SECTION II - YEAR END SUMMARY (include evaluation data as appropriate and available)

# FISCAL REPORT FOR SAFE ROUTES TO SCHOOL PROGRAMS 2015-2016

Exhibit B Page 2 of 2

<b>School District Name:</b>		<b>REPORTING PERIOD</b>	
<b>Analyst:</b>		<b>Month Ending:</b>	
<b>Report Type (mark one):</b>	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Year End	<b>Year:</b>
	<b>COLUMN A</b>	<b>COLUMN B</b>	<b>COLUMN C</b>
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE  FISCAL YEAR (Col. A + Col. B)
<b>SECTION II - EXPENSES</b>			
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
Depreciation or Use Allowance			\$0
Start-Up Expenses ( <i>service level exemption</i> )			\$0
<b>TOTAL EXPENSES</b>	\$0	\$0	\$0
<b>COMMENTS: (Attach invoices and receipts as appropriate)</b>			
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 (Original signature only)	E-mail Address:	Telephone:	Date:
Designee Name & Title (Please Print)			
School District Fiscal Contact Name & Title	E-mail Address:	Telephone:	Date:

## EXHIBIT C

### Non-Infrastructure Safe Routes to School Approvable Expenditures

Approvable	Not Approvable
<p>Approvable expenditures promote Safe Routes to Schools (SRTS), provide education, and support the implementation of a sustainable SRTS program.</p> <ul style="list-style-type: none"><li>• Hiring SRTS program managers</li><li>• Incentives that have no lasting value such as food for recognition events</li><li>• Promotional Incentives (such as a water bottle with the Safe Routes to School Logo)</li><li>• Education (assemblies, rodeos, curriculum, professional development for practitioners)</li><li>• Paying for substitute teachers to provide teachers with release time to attend SRTS workshops or to gather hand tally data</li><li>• Materials for outreach and education</li><li>• Driver's Education that targets how drivers negotiate roads with cyclists and pedestrian</li><li>• Developing SRTS suggested route maps</li><li>• Costs associated with program development (staff time, materials, printing fees)</li><li>• Materials that are to remain the property of the school (vests, pedometers, crossing guard stop signs)</li><li>• Studies (traffic counts, walk and bike audits, bike and pedestrian counts)</li></ul>	<p>Non-approvable expenditures include infrastructure projects and recurring costs.</p> <ul style="list-style-type: none"><li>• Infrastructure improvements including activities related to planning, design, or construction</li><li>• Vehicle speed feedback devices</li><li>• Traffic control that is primarily oriented to vehicular traffic rather than bicyclists or pedestrian</li><li>• Large incentives such as bikes, electronics, etc.</li><li>• Recurring costs such as School Crossing Guards</li></ul>



## EXHIBIT D

### Small Capital Infrastructure Safe Routes to School Approvable Expenditures

Approvable	Not Approvable
<p>Approvable expenditures increase bicyclist and pedestrian access and/or promote safe driving practices around school sites.</p> <ul style="list-style-type: none"><li>• Permanent Signage (on city property, requires city approval)</li><li>• Paint for school parking lots to direct traffic flow</li><li>• Paint for curbs to designate drop off zones (requires city approval)</li><li>• Traffic Calming Measures in school parking lots</li><li>• Adding gates to existing fences</li><li>• Bike and skateboard parking (lockers, cages, and racks)</li><li>• Paths of permeable materials to increase access to school sites</li><li>• Crosswalks on school property</li></ul>	<p>Non-approvable expenditures include large projects that will exceed a cost of \$10,000 or projects that are not directly related to improving student safety or access.</p> <ul style="list-style-type: none"><li>• Sidewalks</li><li>• Overpasses</li><li>• Road or Street Improvements</li></ul>

EXHIBIT E  
Scope of Work  
to be Provided by the San Carlos School District  
July 1, 2015 to June 30, 2016

GOALS:

1. Increase bicycle and pedestrian safety skills

**Activities**

- a) Host bicycle and pedestrian safety courses which address concerning intersections/corridors
- b) Hire a program manager to coordinate educational program

<u>Items of Expenditure</u>	<u>Budget</u>	<u>Amount</u>
Non-Infrastructure		\$28,000

**Total Fee – Not to Exceed \$ 28,000 (TWENTY-EIGHT THOUSAND DOLLARS )**

