

**FUNDING AGREEMENT
BETWEEN
COUNTY OF SAN MATEO OFFICE OF SUSTAINABILITY
AND
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
FOR
SAFE ROUTES TO SCHOOL FOR HEALTH AND WELLNESS PROGRAM**

THIS AGREEMENT, entered into this _____ day of _____ 2016, by and between the County of San Mateo, Office of Sustainability, a political subdivision of the state of California, hereinafter called "OOS" and the San Mateo County Superintendent of Schools, hereinafter called "SUPERINTENDENT".

WITNESSETH

WHEREAS, OOS has the authority to enter into a master agreement with CalTrans; and

WHEREAS, the SUPERINTENDENT provides leadership and support to public schools in San Mateo County through its three Divisions: Instructional Services, Business Services, and Student Services; and

WHEREAS, SUPERINTENDENT received \$900,000 in Active Transportation Cycle I funds from the California Department of Transportation Division of Local Assistance, Office of Active Transportation and Special Programs for the development and implementation of Safe Routes for Health and Wellness (the "Program"); and

WHEREAS, the total cost of the Program is estimated to be \$900,000; and

WHEREAS, the overall goal of the Program is to enable and encourage children to walk or bicycle to schools by embedding Safe Routes to School curriculum in existing school programs to in order to improve school climate, health and safety, and reduce traffic congestion due to school-related travels; and

WHEREAS, the SUPERINTENDENT will serve as the Lead Educational Agency (LEA) to implement the Program; and

WHEREAS, OOS and SUPERINTENDENT desire to enter into a formal agreement to specify the scope of work for the Safe Routes for Health and Wellness Program and agree that OOS shall act as the fiscal agent for the Program.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto, as follows:

SCOPE OF SERVICES

SUPERINTENDENT shall serve as the lead agency for implementation of the Program in San Mateo County. The Scope of Work to be performed by the SUPERINTENDENT is described in Exhibit A attached hereto.

TIME OF PERFORMANCE

The services funded by this agreement shall commence on or after full execution of this agreement and after OOS receives an "Authorization to Proceed" (a federal authorization of funds), and shall terminate on March 31, 2020, unless terminated earlier as provided herein. Either party may terminate the Agreement without cause by providing sixty (60) days advance written notice to the other party.

FUNDING AND METHOD OF PAYMENT

- a) OOS agrees to reimburse SUPERINTENDENT up to \$900,000 for the development and implementation of the Program in San Mateo County. Once funds are reimbursed by Caltrans, OOS will deposit those funds according to the account coding provided by SUPERINTENDENT.
- b) SUPERINTENDENT shall submit billings, on a quarterly basis, accompanied by the activity reports and paid invoices issued by consultants or progress payments as proof that services were incurred or rendered and paid for by the SUPERINTENDENT. Upon receipt of the invoice and its accompanying documentation, OOS shall pay the amount claimed under each invoice, up to the maximum amount described by this agreement, within thirty (30) days of receipt of the invoice, delivered or mailed to OOS as follows:

Office of Sustainability
400 County Center
Redwood City, CA 94063
Attention: Jessica Mullin

- c) Subject to duly executed amendments, it is expressly understood and agreed that in no event will the total funding commitment under this agreement exceed \$900,000, unless revised in writing and approved by Caltrans and SUPERINTENDENT.

OOS agrees to charge the hours expended by OOS under this agreement to SUPERINTENDENT so OOS bears no costs. OOS will keep SUPERINTENDENT informed of accumulated expenditures so SUPERINTENDENT may monitor and adjust the use of OOS staff. Costs billed by OOS shall not exceed 5% of the total grant amount (\$45,000) for the term of the grant.

AMENDMENTS

Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by OOS and SUPERINTENDENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

NOTICES

All notices or other communications to either party by the other shall be deemed given

when made in writing and delivered or mailed to such party at their respective addresses as follows:

To OOS:

Attention: Jessica Mullin
Office of Sustainability
400 County Center
Redwood City, CA 94063

TO SUPERINTENDENT:

Attention: Theresa Vallez-Kelly
San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, CA 94065-1064

INDEPENDENT CONTRACTOR

SUPERINTENDENT and its employees, agents and consultants shall be deemed independent contractors of OOS. Nothing herein shall be deemed to create any joint venture or partnership arrangement between the OOS and SUPERINTENDENT.

HOLD HARMLESS

SUPERINTENDENT agrees to indemnify and defend OOS from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of SUPERINTENDENT, or its employees, contractors, consultants or agents in the performance of this Agreement.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

Anne E. Campbell,
County Superintendent of Schools

Dated

COUNTY OF SAN MATEO

Warren Slocum, President
Board of Supervisors, San Mateo County

Dated

ATTEST:

Clerk of Said Board

Dated

EXHIBIT A

SCOPE OF WORK

Purpose of the Partnership

The San Mateo County Office of Education (SMCOE), also referred to as the San Mateo County Superintendent of Schools, will serve as the Lead Educational Agency (LEA) for the implementation of Safe Routes to Schools for Health and Wellness Program (Program) in San Mateo County.

The San Mateo County Office of Sustainability (OOS) will act as the fiscal agent for the funds and will hold the San Mateo County Office of Education accountable for carrying out the activities described in this Scope of Work.

OOS and SMCOE have a joint interest in ensuring that schools and community agencies effectively implement projects that enable them to use the Cycle I Active Transportation Program funds productively on behalf of students and the community.

Goal

The overall goal of this project is to embed the Safe Routes to School for Health and Wellness curriculum toolkit into existing school curriculum, provide technical assistance to participating schools in order to develop a healthy school environment where active transportation is a part of the school culture. This project will engage families by providing ongoing education and encouragement activities.

Guiding Principles

In carrying out its responsibilities, SMCOE will adhere to the following guiding principles:

- SMCOE will work collaboratively with OOS, schools, cities and all partner agencies.
- The project will build upon existing relationships within San Mateo County school districts that currently implement the Safe Routes to School program
- Schools that participate in the pilot and regular program will be provided with sufficient resources and support to implement the curriculum and toolkit successfully.
- Participating schools will be provided with clear directions and parameters to ensure effective implementation.
- SMCOE will use data to guide program planning and evaluation.
- SMCOE will maintain on-going communication and outreach, to engage the involvement of stakeholders and to ensure their active participation during program development and implementation.

Outcomes

The specific measurable outcomes of the project will include but are not limited to:

- Use of the SRTS curriculum and toolkit by existing school programs in order to

- positively impact overall school culture.
- More favorable attitudes toward walking, biking, carpooling and the use of public transit to school, on the part of students, parents and volunteers.
- Increased numbers of students walking, biking, carpooling and utilizing transit as means of travelling to and from school.
- Increased levels of school connectedness for participating students (and their parents) and increased participation in education and encouragement activities related to healthy and environmentally sound life habits.
- Decreased traffic and congestion around schools resulting in improved air quality.

Project Management Approach

SMCOE's approach to project management include centralized leadership, technical assistance and networks of collaboration and support

Centralized Leadership and Technical Assistance

SMCOE will develop and pilot the Safe Routes for Health and Wellness curriculum and safe and supportive schools toolkit, provide overall training and direction for its use; technical assistance throughout the pilot and program implementation and conduct the project pre and post tests for the pilot and eventual program roll out. SMCOE will use existing relationships with school district personnel and administrative systems to establish and implement the SRTS for Health and Wellness project. In addition, it will use its regional and statewide contacts with agencies in other counties to share resources and best practices related to county SRTS projects, transportation initiatives, and health and wellness.

Networks of Collaboration and Support

Networks of collaboration will be fostered with existing Safe Routes to School partner agencies and school districts to provide support in implementing the curriculum and toolkit and create school cultures that support safe and healthy school travel.

Collaboration will be facilitated through the Safe Routes for Health and Wellness task force. The task force will include SRTS Coordinators and SRTS partners who will engage in collaborative curriculum review, development and planning conversations for countywide events that will empower parents to embrace active forms of transportation for their children.

Governance

SMCOE will be accountable to OOS for achieving the goals and outcomes of the project, developing detailed annual action plans and line item budgets, meeting timelines and operating within the budget.

SMCOE will hire staff to manage the project and its budget, be responsible for implementation and submit timely reports. SMCOE will also enter into binding agreements with schools that apply for the program pilot and eventual program rollout.

SMCOE will convene a Safe Routes for Health and Wellness task force help ensure that the SMCOE receives guidance, input and feedback from a cross-section of stakeholders as the curriculum and toolkit are developed, piloted and rolled out.

SMCOE will provide technical assistance at school sites enrolled in the pilot program and eventual program rollout. It will also offer training, input and feedback on implementation of the curriculum and toolkit.

Staffing

SMCOE will staff the project with a Safe Routes for Health and Wellness Program Coordinator, a part-time administrative assistant and part-time SRTS Intern whose responsibilities will be to develop curriculum and safe and supportive schools toolkit, recruit schools and districts, train school personnel and provide technical assistance for program implementation.

SUPERINTENDENT agrees that in instances where work will be contracted out, to be responsible for evaluation of prospective consultants or contractors, subsequent contract award, and completion of contracted services, consistent with this agreement.

OOS agrees to provide guidance to SUPERINTENDENT regarding Caltrans guidelines and procedures and to act as the primary point of contact for the Caltrans local assistance representative. OOS agrees to forward SUPERINTENDENT invoices to Caltrans. OOS agrees to receive reimbursements from Caltrans and to deposit those funds according to account coding provided by SUPERINTENDENT.

Scope of Work

Please see attached outline for scope of work to be conducted by Safe Routes for Health and Wellness program staff.

Budget

Estimated Income

The funding model is based on an estimated budget of \$900,000.

Time Frame

The development and implementation of the Safe Routes for Health and Wellness Program FY is planned for a 36-month period (March 31 2017 – March 31, 2020).

Annual Expenditures

The annual expenditure estimates over the 36-month life of the project are summarized below. These expenditures are organized on a July 1 – June 30 Fiscal Year basis that matches the budget cycles of both County agencies and school districts (including SMCOE). Once the formal contract is signed, SMCOE will develop an itemized line item budget for approval by OOS.

2016-2017	<i>\$50,000</i>
2017-2018	<i>\$375,000</i>
2018-2019	<i>\$375,000</i>
2019-2020	<i>\$100,000</i>