

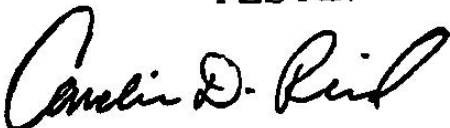
INTRODUCED: January 9, 2023

AN ORDINANCE No. 2023-011

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Transportation Alternatives Set-Aside Program Safe Routes to School Grant Agreement between the Virginia Department of Transportation and the City of Richmond, for the purpose of funding improvements for safe routes to school.

\_\_\_\_\_  
Patrons – Mayor Stoney, Ms. Lambert and Ms. Robertson

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

**A TRUE COPY:  
TESTE:**  
  
**City Clerk**

PUBLIC HEARING: JAN 23 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Transportation Alternatives Set-Aside Program Safe Routes to School Grant Agreement between the Virginia Department of Transportation and the City of Richmond for the purpose of funding improvements for safe routes to school. The Transportation Alternatives Set-Aside Program Safe Routes to School Grant Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: 9 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: JAN 23 2023 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_



**RECEIVED**  
By B L Fore at 7:13 am, Jan 09, 2023

RECEIVED  
By CAO Office at 3:01 pm, Nov 02, 2022  
2022-287

## OFFICE OF CHILDREN AND FAMILIES

### O&R REQUEST

**DATE:** October 24, 2022

**EDITION:** 2

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney; Mayor

**THROUGH:** J.E. Lincoln Saunders; Chief Administrative Officer

**THROUGH:** Sabrina Joy-Hogg, Deputy Chief Administrative Officer for Finance and Administration

**THROUGH:** Sheila White, Director of Finance

**THROUGH:** Jason May, Director of Budget & Strategic Planning

**THROUGH:** Reginald E. Gordon, Deputy Chief Administrative Officer for Human Services

**FROM:** Eva Colen, Manager of the Office of Children and Families

**RE:** Virginia Department of Transportation Transportation Alternative Set-Aside Program Grant for the Safe Routes to School Program

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer, to accept funds in the total amount of \$159,796.00 from the Virginia Department of Transportation (VDOT) and to amend the Fiscal Year 2022-2023 General Fund Budget by increasing estimated revenues and appropriating funds in the amount of \$159,796.00 to the Non-Departmental agency for the purpose of funding the Safe Routes to School Program, and to enter into a Transportation Alternatives Set-Aside Program Safe Routes to School Grant Agreement.

**REASON:** An ordinance is necessary to accept the grant funds

**RECOMMENDATION:** The Office of Children and Families recommends approval of this ordinance.

**BACKGROUND:** Greater Richmond Fit4Kids, a charitable organization in Richmond that is dedicated to improving children's health and wellness through healthy eating and physical activity, partnered with the City of Richmond's Department of Public Works to submit an application to the VDOT Transportation Alternatives Set-Aside Program Safe Routes to School (SRTS) solicitation. Through this program, VDOT disburses federal funds to localities to support programs that encourage active transportation in school communities.



## OFFICE OF CHILDREN AND FAMILIES

award, including the \$159,796.00 in federal funds as well as \$31,959 in a secured local match, will fund the salary, equipment, and promotional items for the Richmond SRTS program for two school years. The SRTS program has operated in Richmond since 2015 and currently serves 10 elementary schools (Barack Obama, Chimborazo, Fairfield Court, Ginter Park, Linwood Holton, Mary Munford, Oak Grove-Bellemeade, Overby-Sheppard, Westover Hills, and Woodville). The SRTS program engages parents, teachers, students, and partners working together to promote safe, active transport to and from schools. The Richmond SRTS team focuses efforts on underserved communities and students attending Title I schools in Richmond.

Key priorities include:

- Promotion of health and wellness through physical activity
- Education of students and faculty on sustainable bike and pedestrian skills and safety
- Engagement of the community through education, marketing, and promotional activities
- Evaluation to ensure continuous quality improvement
- Cultivation of relationships with stakeholders to bolster sustainability
- Encouragement of active transportation as a viable and environmentally sustainable form of school transportation

Specific activities include:

- Walk and Bike to School Day events
- Student Travel Tallies
- Pedestrian safety education including distribution of safety booklets, tabling at community events and more
- Crossing Guard recruitment, training, and appreciation day for at least 80 crossing guards district wide
- Bike Safety Relays at field days, PTA events, and more
- Parent safety perception surveys administered at each school site
- Walking School Bus Program where community volunteers are leveraged for planned active transportation routes
- RVA SRTS Street Team Encouragement Program where students are tracked and incentivized to participate in active transportation
- Bike Clubs at two partner sites Infrastructure assessment including at least one walkabout audit.

**FISCAL IMPACT / COST:** None

**FISCAL IMPLICATIONS:** The acceptance of these funds will support the continuation of the Safe Routes to School Program within Richmond Public Schools

**BUDGET AMENDMENT NECESSARY:** Yes, to increase estimated revenues and appropriate funds in the amount of \$159,796 to a new line item (“Greater Richmond Fit4Kids – Safe Routes to School”) in the Non-Departmental Agency



## OFFICE OF CHILDREN AND FAMILIES

**REVENUE TO CITY:** \$159,796 in federal funds by reimbursement from VDOT

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** November 14, 2022

**CITY COUNCIL PUBLIC HEARING DATE:** December 12, 2022

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Education and Human Services Standing Committee

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** Human Services, Budget and Strategic Planning, Finance

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ord. No. 2022-055 adopted May 9, 2022

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:**

1. Grant proposal
2. Grant agreement
3. Local match documentation letter
4. Budget

**STAFF:** Eva Colen, Office of Children and Families 804-646-5454



## Transportation Alternatives Set-Aside Program Safe Routes to School Grant Agreement

**Purpose:** Subgrantees use this form to certify and assure that they will fully comply with all terms of the Transportation Alternatives Set-Aside Program Safe Routes to School Grant Agreement.

**Instructions:** Subgrantees must read the Grant Agreement, complete all applicable information, agree to all terms set forth in the Grant Agreement, and return all pages to the Virginia Department of Transportation.

This Transportation Alternatives Set-Aside Program—Safe Routes to School Grant Agreement ("Agreement") is made and entered into as of the date of last execution below between the Virginia Department of Transportation ("Department" or "VDOT"), 1401 E. Broad St., Richmond, Virginia 23219, and the following "Subgrantee" (each a "Party" and, collectively, the "Parties"):

<b>Subgrantee:</b>	<u>City of Richmond</u>		
<b>Project Title:</b>	<u>Safe Routes to School Local Coordinator Program – City of Richmond/GRFit4Kids</u>		
<b>Pass-Thru Entity ID/UPC #:</b>	<u>121419</u>		
<b>State Project Number</b>	<u>EN22-127-138</u>		
<b>Total Project Cost:</b>	<u>\$199,745</u>	<b>CFDA Number:</b>	<u>20.205</u>
<b>Department Share:</b>	<u>\$159,796</u>	<b>Local/GRFit4Kids Share:</b>	<u>\$39,949</u>
<b>Source of funds obligated to this Grant award:</b>	Transportation Alternatives Program Set-Aside		
<b>Period of Performance for this project ("Grant Period"): by</b>	From	through	. Final reimbursement requests are due

In performing its responsibilities under this Agreement, the Subgrantee certifies and assures that it will fully comply with the following:

- All applicable state and federal laws, regulations, and policies, as amended; and
- All terms and requirements of this Agreement, including the Statement of Work (Attachment 1), Approved Project Budget (Attachment 2), Special Conditions (Attachment 3), and General Terms and Conditions (Attachment 4), each of which are incorporated within this Agreement.

Subgrantee's signature below indicates that the Subgrantee has read, understands, and agrees to fully comply with all terms and conditions of this Agreement without alteration. This Agreement consists of the following, each of which are incorporated within the Agreement: this certification; the attached Statement of Work; the attached Approved Project Budget; the attached Special Conditions; the attached General Terms and Conditions; the Subgrantee's proposal; and the letter awarding the grant to the Subgrantee. This Agreement constitute the entire agreement between the Department and the Subgrantee, supersedes any prior oral or written agreement between the Parties, and may not be modified except by written agreement as provided herein. Where any conflict arises between or among the any law, regulation, policy or term of this Agreement, the following is the order of precedence : (1) applicable federal laws, regulations, and policies; (2) applicable state laws, regulations, and policies; (3) applicable Department regulations and policies as referenced in the Locally Administered Projects Manual and the Transportation Alternatives Program Guide; (4) Statement of Work; (5) Special Conditions; (6) General Terms and Conditions; (7) Approved Project Budget; (8) Subgrantee's proposal; and (9) grant award letter.

**SIGNATURES OF AUTHORIZED APPROVING OFFICIALS**

**For Subgrantee:**

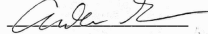
\_\_\_\_\_  
Eva M. Cohen, Senior Policy Advisor and Manager  
Name and Title of Project Director (print)

\_\_\_\_\_  
Signature  
J.E. Lincoln Saunders, Chief Administrative Officer,  
City of Richmond, Virginia

\_\_\_\_\_  
Name and Title of Authorized Approving Official (print)

\_\_\_\_\_  
Signature  
Date

Approved as to form:

  
Andrew A. Gore

- Attachment 1 – Statement of Work**
- Attachment 2 – Approved Project Budget**
- Attachment 3 – Special Conditions**
- Attachment 4 – General Terms and Conditions**

**For Virginia Department of Transportation:**

\_\_\_\_\_  
Commissioner or Designee Name (print)

\_\_\_\_\_  
Signature  
Date

## ATTACHMENT 1

### STATEMENT OF WORK

#### Goals and Specific Program Elements

The goals and specific program elements of the Subgrantee's proposal are incorporated in full as if set forth within the text of this Statement of Work.

a. List of specific program elements.

The grant funds will be used to create and fill **full-time position** (no less than nine months, 40 hours per week) within the sponsor organization to encourage and coordinate the Safe Routes to School (SRTS) efforts at 10 school(s) during the Grant Period. The Subgrantee will also be responsible for performing or implementing the following program requirements during the 2022-2024 school years:

**2022-2024 Activities:** (All activities will be conducted at all included schools unless otherwise noted)

RPS Crossing Guard Program	Community Bike Rodeo or Bike	Infrastructure and Technology
Bike/Ped safety education	Safety Relay	Advocacy
Fit4Kids Parent Council	Parent safety perception surveys	Crossing Guard Appreciation Day
Arrival & Dismissal Procedure Guide	Walking School Bus Program	
Walk to School Day	RVA SRTS Street Team	
Student Travel Tallies Weeks	Encouragement Program	
Bike to School Day	Bike Clubs	

**2022-2024 Purchase List:** (All quantities and prices are estimates and must adhere to federal procurement guidelines including the Buy America Act.)

- Bikes
- Incentives
- String bags
- Pedometers
- Sunglasses
- Water bottles
- Fanny packs
- Bike lights
- Light up safety armbands

In accordance with VDOT policies regarding the use, storage, and maintenance of any bicycles purchased with SRTS grant funds, the Subgrantee agrees to store all bicycles in a locked and secured unit on school grounds when not in use. The Subgrantee agrees to continue to store, maintain, and make use of the bicycles as part of a school-based bicycle education/encouragement program throughout the expected lifespan of the bicycles (no less than five years).

b. State any special programmatic requirements here; e.g., meetings, events or other elements that must be conducted during a specified time period during the grant year.

**See report and training requirements below.**

**Reporting and Training Requirements**

- Participate in 1-2 in-person or webinar trainings, hosted by VDOT's SRTS Coordinator, during the Grant Performance Period.
- Participate in quarterly conference calls with VDOT and other Local SRTS Coordinators during the Grant Performance Period.

**Administrative Policies**

- SRTS funding cannot be used to replace a previous or existing position that performed the same function.
- Funding for a full-time position may be used for up to 2 part-time positions, provided the Subgrantee or school division will cover all travel expenses for mandatory training for the 2nd coordinator as a non-reimbursable expense.
- Only the designated Local SRTS Coordinator's time may be reimbursed from grant funds, unless previously approved.
- Only the funds designated for the Local SRTS Coordinator position in the Approved Project Budget may be used for salary, benefits, local travel, and other position-related expenses. All additional funds must be used for non-administrative program elements.
- Items costing more than \$15 cannot be given to students to keep (e.g. bicycles), unless given explicit permission from VDOT's SRTS Coordinator that the items may be purchased and donated to students.

**Items ineligible for reimbursement:**

- All food or drink items;
- Gift cards;
- Any items costing more than \$15 that will be given to students to keep, unless previously approved;
- Any items that will be used as a prize or otherwise only given to a small group of students, but not based on participation; and
- Any item not specified in this agreement, unless previously approved.

**Schools included in the above-listed activities:**

Chimborazo Elementary  
Woodville Elementary  
Fairfield Court Elementary  
Barack Obama Elementary  
Ginter Park Elementary  
Linwood Holton Elementary  
Mary Munford Elementary  
Oak Grove-Bellemeade Elementary  
Westover Hills Elementary  
Overby Sheppard Elementary



**ATTACHMENT 2**  
**APPROVED PROJECT BUDGET**

See Approved Project Budget (Attached)



### ATTACHMENT 3

### SPECIAL CONDITIONS

1. **Purpose and Background.** The Virginia Department of Transportation (VDOT or Department) is awarding this grant to support the development and/or implementation of Safe Routes to School (SRTS) plans and programs by state, local, and non-profit partnerships. Funds are made available for programs that: (1) support SRTS statewide goals of enabling and encouraging children to walk and bicycle to school; make walking and bicycling to school a safer and more appealing transportation alternative; and facilitate the planning, development, and implementation of projects and activities that will improve safety, and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; (2) creatively incorporate SRTS goals to provide an equitable and sustainable program that encourages safe streets, welcoming campuses, safe behaviors, and a supportive culture as outlined by the SRTS program; and (3) are innovative with potential statewide application or ability to transfer to other jurisdictions..

2. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Subgrantee purchases the equipment. Such approval shall be obtained from the Department in writing. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and the Subgrantee shall comply with applicable reporting requirements.

Subgrantee must request advance, written approval from the Department to sell, transfer or dispose of any and all equipment purchased in whole or in part with the use of federal Transportation Alternatives Set-Aside Program funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and the Subgrantee. In the event of a conflict between this section and 2 CFR Part 200, the provisions of 2 CFR Part 200 control.

3. **Reports and Deliverables.** Quarterly progress reports shall be provided to the Department by the dates determined by VDOT's SRTS Coordinator. The format for the quarterly progress reports will be provided to the Subgrantee by VDOT's SRTS Coordinator. Each report will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with a plan for how they will be addressed, and a financial summary of expenditures for the reporting period and planned accomplishments during the next month. Quarterly progress report requirements are subject to change by VDOT's SRTS Coordinator.

A final progress report shall include a comprehensive, detailed report of all grant activities conducted during the Grant Period, deliverables as described in Statement of Work, and a final summary of expenditures. This final report should include the findings from the evaluation component of the program and should indicate the criteria and methods by which the initiative has been evaluated. A final report form will be provided to the Subgrantee by VDOT's SRTS Coordinator.

4. **Monitoring.** The Department shall, throughout the Grant Period under this Agreement and any extension of the program which is the subject of this Agreement, monitor and evaluate the events, activities, and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Subgrantee's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subgrantee under this Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Subgrantee to any third-party is strictly prohibited and may be grounds for the termination of this Agreement by the Department.

5. **Audit.** The Department, the US Department of Transportation or anyone acting on behalf of the Transportation Alternatives Set-Aside Program may conduct an audit or investigation of any entity receiving funds from the Department, either directly under this Agreement or indirectly through a subcontract. Acceptance of funds directly or indirectly under this Agreement constitutes acceptance of

the authority of the Department or the US Department of Transportation or anyone acting on behalf of the Transportation Alternatives Set-Aside Program to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Subgrantee will be responsible for repayment to the Department of such unallowable expenditures. Subgrantees receiving a single or multiple awards totaling \$750,000 or more are required to submit their most recent audit report during the Grant Period. The Subgrantee shall comply with the requirements of the Single Audit Act (Public Law 98-502) and subsequent amendments; 2 CFR 200 Subpart F-Audit Requirements; and the American Institute of Certified Public Accountants' (AICPA's) Statement on Auditing Standards (SAS) 99, Consideration of Fraud in a Financial Statement Audit.

6. **Closeout.** Subgrantees are required to submit final requests for reimbursements and a final progress report according to the schedule identified in the SRTS Grant Procedures Guide and the Locally Administered Projects Manual that are provided by VDOT with the issuance of this Agreement and found on VDOT's SRTS and Local Assistance Division websites. Requests for reimbursement submitted after forty-five (45) days from the end of the Grant Period may be denied. The final reimbursement, or 8% of the grant amount (whichever is greater) may be held from reimbursement by the Department until the final report has been submitted in full.
7. **Expectation of future funds.** The Department is under no obligation to make SRTS grants available to the Subgrantee outside of the agreed upon grant period, including future SRTS grants. The Subgrantee enters into this agreement with the understanding that any work funded during the Grant Period can only be continued beyond the Grant Period at the Subgrantee's expense. This includes any positions funded with the SRTS grant, as well as any equipment or other items purchased and/or maintained with SRTS grant funds.
8. **Local Match Requirement.** Federal Transportation Alternatives Set-aside funding can reimburse up to a maximum 80% of eligible project costs. A local match contribution of 20% or more is required to pay for the remaining project costs. Costs utilized to meet the local match requirement must be eligible project costs that would otherwise be reimbursable. See the Transportation Alternatives Program Guide found on VDOT's Local Assistance Division website for further information.
9. If a third-party contribution match has been approved, the items and costs approved for use as a match will be listed in the Statement of Work and Approved Project Budget attachments to this Agreement. If no third-party contributions match has been approved or indicated in this Agreement, the sponsor is required to provide the match in cash funds. In order for the third-party contribution expenses to be counted towards the local match, the sponsor must submit a match request form (provided by the Department), along with the proper documentation for the match.

## ATTACHMENT 4

### GENERAL TERMS AND CONDITIONS

#### Article 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal and state laws, ordinances, rules and regulations, appropriation acts, and policies, as may be amended, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

#### Article 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws, regulations, policies, guidelines, and requirements including: 23 USC § 208 Safe Routes to School, as amended; 2 CFR Part 200 Subpart B-General Provisions; FHWA's Procedures for the Safe Routes to School Program; and Virginia's Safe Routes to School Guidelines found on VDOT's Safe Routes to School website, as they relate to the application, acceptance, and use of federal or state funds for this project.

Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to accept the grant funds on behalf of the Subgrantee's governing body (such as Board of Supervisors, City or Town Council, School Board, or non-governmental organization) including all understandings and assurances contained in the filing of the application, and being the authorized approving official of the Subgrantee to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with the Civil Rights Act, as amended, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 23, Lobbying Certification.)
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department or the Transportation Alternatives Program concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access and right to examine all records, books, papers, or documents related to this Agreement.
- I. By entering into this Agreement the Subgrantee certifies that the Subgrantee does not, and shall not during the performance of work and provision of services under this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. It will comply with the Virginia Human Rights Act, as amended, and the laws of the Commonwealth of Virginia and all Executive Orders in effect to safeguard individuals from unlawful discrimination.

### **Article 3. GRANT AWARD COMPENSATION**

- A. The method of payment for this Agreement will be based on actual costs incurred up to, and not to exceed, the limits specified in this Agreement. The amount stated in the Approved Project Budget will be deemed to be the amount of the award to the Subgrantee. Any expenses incurred over the allowable limit will be the responsibility of the Subgrantee.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of this Agreement. The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Approved Project Budget, unless this Agreement is amended as described in Article 5, Amendments and Modifications to this Agreement.
- D. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with this Agreement, within the time frame specified in the Grant Period specified in this Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel, activities or reoccurring costs already supported by local or state funds.
- F. Payment of costs incurred under this Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. The Subgrantee agrees to submit requests for reimbursement on a quarterly basis. The original request for reimbursement, with the appropriate supporting documentation, must be submitted to VDOT's SRTS Coordinator in the format provided by the Department and posted online at <https://www.virginia.gov/programs/srts.asp>. The Subgrantee agrees to submit the final request for reimbursement under this Agreement within forty-five (45) days of the end of the Grant Period. All grant funds must be expended by the end of the Grant Period, complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Subgrantee. In no case shall the Subgrantee be reimbursed for expenses incurred prior to the beginning, or after the end, of the Grant Period or for expenses for which timely and complete reimbursement requests were not submitted.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented requests for reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Grant agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Agreement.
- J. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including the activities sponsored by this Agreement, the Subgrantee shall clearly state (1) the source of funds is the Transportation Alternatives Set-Aside Program along with federal and state partners USDOT, FHWA, and VDOT; (2) the percentage of the total cost of the program or project which will be financed with federal money; and (3) the dollar amount of federal funds provided for the project or program.

### **Article 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department in its sole discretion determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11, Termination.

### **Article 5. AMENDMENTS AND MODIFICATIONS TO THE AGREEMENT**

This Agreement may be amended prior to its expiration by mutual written consent of both Parties, utilizing the amendment form designated by the Department. Any amendment must be executed by the Parties within the Grant Period specified in the Agreement. Any proposed modifications or amendments to this Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subgrantee's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to this Agreement that are required by changes in federal or state laws, regulations or court order or decree are automatically incorporated on the effective date of the law, regulation or court order or decree.

The Department may unilaterally modify this Agreement to deobligate funds not obligated by the Subgrantee as of the close of the Grant Period specified in this Agreement. In addition, the Department may deobligate funds in the event of termination of this Agreement pursuant to Article 11, Termination.

#### **Article 6. ADDITIONAL WORK AND CHANGES IN WORK**

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments and Modifications to the Agreement, to provide compensation for doing this work on the same basis as the original work.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement as determined by the Department, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution or without prior approval through an amendment.

#### **Article 7. REPORTING AND NOTIFICATIONS**

Subgrantees shall submit performance reports using forms provided and approved by the Department and posted at <https://www.virginiadot.org/programs/srts.asp> as outlined in the Special Conditions, Attachment 3 - Section 3, Reports and Deliverables, and the Procedures for the Safe Routes to School (SRTS) Program Grants.

The Subgrantee shall promptly advise the Department in writing of any event that will have a significant impact upon the project or this Agreement, including:

- A. Change of address, problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the Subgrantee's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subgrantee to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

#### **Article 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subgrantee shall make such records available at its Virginia office for the time period specified in this Agreement. The Subgrantee further agrees to retain such records for three (3) years from the date of final payment under this Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, VDOT, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Subgrantee that are related to this Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Subgrantee's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Agreement.

#### **Article 9. INDEMNIFICATION**

The Subgrantee, if other than a government entity, agrees to indemnify, defend and hold harmless VDOT, the Commonwealth of Virginia, and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused in whole or in part by the acts or omission of the Subgrantee, its officers, agents or employees. The Subgrantee, if other than a government entity, further agrees to indemnify and hold harmless VDOT, the Commonwealth of Virginia, and their officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by any of them in connection with any such claims or actions.

If the Subgrantee is a government entity, both Parties to this Agreement agree that no Party is an agent, servant, or employee of the other Party and each Party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents, and each Party is responsible for any costs including, but not limited to, attorney fees and court costs, incurred respectively by either Party in connection with any such claims or actions.

#### **Article 10. DISPUTES AND REMEDIES**

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurements, employment agreements, and contractual arrangements made by the Subgrantee in support of work under this Agreement.

Any dispute by Subgrantee with the Department concerning performance of the Agreement or payment thereunder shall be submitted to the Department in writing within 30 days for review and consideration by the Department. The Department shall review such submission within a reasonable time period and issue a decision to Subgrantee. If Subgrantee is not satisfied with the Department's resolution, Subgrantee may request further review by the VDOT Commissioner or his or her designee. The decision of the Commissioner or his or her designee shall be issued within a reasonable time and shall be final.

#### **Article 11. TERMINATION**

The Department may terminate this Agreement, in whole or in part, for cause if the Subgrantee fails to fulfill its obligations under this Agreement; fails to comply with all applicable federal and state laws, regulations, policies and procedures; or fails to correct a violation of any such law, regulation, policy or procedure, as they may be amended. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates this Agreement for cause and informs the Subgrantee that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately; or
- The Department determines there is insufficient funding; or
- This Agreement is terminated in writing with the mutual consent of both Parties; or
- There is a written thirty (30) day notice to terminate by either Party.

Upon termination, the Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department or as approved in accordance with Article 6. Upon a termination for cause, the Department may withhold payment of any amounts required to compensate the Department for costs or expenses incurred by the Department or others as a result of Subgrantee's failure to fulfill its obligations or breach of this Agreement. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **Article 12. SUBCONTRACTS**

No portion of the work specified in this Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Subgrantee desires to subcontract part of the work specified in this Agreement, the Subgrantee shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of this Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Subgrantee, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all federal and state laws, regulations, policies and procedures and the requirements of this Agreement. In any agreement entered into with a subcontractor, the Subgrantee shall include or incorporate by reference all language contained in the Statement of Work, Special Conditions, and General Terms and Conditions portions of this Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

#### **Article 13. NONCOLLUSION**

The Subgrantee certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for this grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subgrantee breaches or violates this certification, the Department shall have the right to annul this Agreement without liability.

#### **Article 14. SUBGRANTEE'S RESOURCES**

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or that Subgrantee will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project upon request of the Department.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **Article 15. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with Virginia law including the Virginia Public Procurement Act and Department policies and



procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in 2 CFR Part 200. In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

**Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Agreement shall become the sole property of the Commonwealth. On request, the Subgrantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of this Agreement.

**Article 17. RESEARCH ON HUMAN SUBJECTS**

The Subgrantee shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by this Agreement.

**Article 18. ASSIGNMENT**

This Agreement shall not be assignable by the Subgrantee in whole or in part without the prior written consent of the Department.

**Article 19. CIVIL RIGHTS COMPLIANCE**

- A. The Subgrantee shall not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law. The Subgrantee shall comply with all state and federal laws, regulations and policies relating to nondiscrimination including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
  2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  3. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability;
  4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
  5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  7. 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964;
  8. 23 CFR, Chapter I, Subchapter C, Civil Rights;
  9. 41 CFR, Subtitle B, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;
  10. Executive Order 11246, as amended, Equal Employment Opportunity; and
  11. Executive Order 11375, Gender Discrimination in the Federal Government.
- B. The Subgrantee certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Subgrantee has been cited for noncompliance with these laws, regulations or policies, the Subgrantee will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.
- D. The Subgrantee shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Subgrantee is in the exclusive possession of

another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

**Article 20. DRUG-FREE WORKPLACE**

The Subgrantee certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR Part 94.

**Article 21. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of this Agreement and, after the notification by the Department, may result in termination of this Agreement by the Department or other such remedy as the Department deems appropriate.

**Article 22. DEBARMENT/SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
  2. Have not within a three (3) year period preceding the execution of this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A 2 of this Article; and
  4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any subcontract or subaward or permitting any subcontract or subaward to any party that does not certify to the Subgrantee that such party meets the requirements set forth in Section A, Items 1 – 4 of this Article. When requested by the Department, Subgrantee shall furnish a copy of such certification.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

**Article 23. LOBBYING CERTIFICATION**

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. No funds appropriated under this Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subgrantee or agent acting for such Subgrantee related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards and subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **Article 24. INTERPRETATION AND ENFORCEABILITY**

In the event any terms or provisions of this Agreement are breached by either Party or in the event that a dispute may arise between the Parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Agreement. In the event the Department must initiate proceedings to enforce the terms and conditions of this Agreement or seek redress for damages caused by Subgrantee's breach of this Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney's fees, incurred in such proceedings. Any legal proceeding arising under or concerning this Agreement shall be brought in the Circuit Court for the City of Richmond, Virginia.

**Article 25. ADDITIONAL PROVISIONS**

- A. **Signature Authorized.** The Subgrantee’s authorized approving official, signing the certification page of this Agreement, has the legal authority to apply for federal assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. **Headings.** The captions and headings used in this Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. **Notice.** All notices, requests and demands shall be directed as follows:

To the Department:        Virginia Department of Transportation  
   ATTENTION:  
   SRTS Program Coordinator  
   1401 E. Broad St. 1<sup>st</sup> Floor  
   Richmond, Virginia 23219

To Subgrantee:            Eva M. Colen, M.S. Ed.  
   City of Richmond  
   900 E. Broad Street, #501  
   Richmond, Virginia 23219

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

City of Richmond Safe Routes to School 2022-2024 Budget Worksheet

**PART A - BUDGET WORKSHEET FOR SRTS NON-INFRASTRUCTURE PROGRAM FUNDING**

REIMBURSABLE PROJECT COSTS (State Portion ONLY)								
List Name of Proposed Funded Program/Activity	Equipment	Educational Materials	Associated Education and Training	Promotions Incentives or Publicity	Printing and Copying	Consultant Services	Administrative (Local Coordinator)	Subtotal
Bike Pedestrian Safety Education	31,114	3,500						34,614
RVA Encouragement Program				18,142				18,142
Local Coordinator Salary / Benefits							87,040	87,040
Supervision / Admin support							20,000	20,000
<b>Total Eligible Project Cost</b>	<b>\$ 31,114</b>	<b>\$ 3,500</b>	<b>\$ -</b>	<b>\$ 18,142</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 107,040</b>	<b>\$ 159,796</b>

**PART B - BUDGET WORKSHEET FOR SRTS NON-INFRASTRUCTURE PROGRAM IN-KIND MATCH (Local Portion ONLY)**

Item/Service	Brief Description	Vendor	Donation from outside source (yes/no)	Cost/unit	Quantity	Other Fees (shipping, printing, setup, etc.)	Total Cost
Cash Match							39,949
<b>Total Value of Local (GRFit4Kids) Match</b>							<b>\$ 39,949</b>
<b>TOTAL PROJECT COST (Parts A and B totals)</b>							<b>\$ 199,745</b>