

**TRANSIT-ORIENTED COMMUNITIES GRANT 2024: FUNDING**  
**AGREEMENT Between SANTA CLARA VALLEY TRANSPORTATION**  
**AUTHORITY And [ORGANIZATION TITLE] For [PROJECT TITLE]**

This AGREEMENT is made by and between the Santa Clara Valley Transportation Authority, a California special district (“VTA”) and \_\_\_\_\_ a \_\_\_\_\_ (“GRANTEE”).

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1: RECITALS**

WHEREAS, VTA desires to fund \_\_\_\_\_ services within Program Area \_\_\_\_\_ from GRANTEE; and

WHEREAS, GRANTEE has the necessary professional expertise, community-building foundation, and skill to perform such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain GRANTEE to implement those services specified in **EXHIBIT A** of this AGREEMENT.

**SECTION 2: PROGRAM COORDINATION**

- A. **VTA:** The Director of Multimodal Planning and Real Estate for VTA (hereinafter “DIRECTOR”), or the DIRECTOR’s designee, shall be the VTA official responsible for the program and shall render overall supervision of the progress and performance of this AGREEMENT by VTA. All services agreed to be performed by VTA shall be under the overall direction of the DIRECTOR.
- B. **GRANTEE:** GRANTEE shall identify a single project director who shall have overall responsibility for the progress and execution of this AGREEMENT (GRANTEE Project Director). Additionally, GRANTEE shall immediately notify VTA in writing should circumstances or conditions subsequent to the execution of this AGREEMENT require a substitute GRANTEE Project Director/Manager. GRANTEE’s Project Director and GRANTEE’s staff will fully cooperate with the DIRECTOR relating to the work or services provided hereunder.

**SECTION 3: TERM OF AGREEMENT AND GRANT AWARD**

- A. The term of this AGREEMENT shall commence on the Effective Date of this AGREEMENT and shall expire on the \_\_\_\_\_ anniversary of the Effective Date (“End Date”) unless extended or sooner terminated in accordance with the terms of this AGREEMENT
- B. If GRANTEE wishes to extend this AGREEMENT, a request to extend this AGREEMENT along with a Revised Scope of Services (**EXHIBIT A**), if necessary,

should be submitted by GRANTEE to the VTA no less than forty-five (45) days prior to the End Date. An extension must be set forth in a written amendment to this AGREEMENT, signed by authorized representatives of VTA and GRANTEE. Nothing herein commits or binds the VTA to extend this AGREEMENT which shall be at the sole discretion of VTA.

#### **SECTION 4: GRANT SERVICES**

GRANTEE shall perform those services as specified in detail on **EXHIBIT A** entitled "Scope of Services," ("Grant Services") and shall comply with the terms and conditions of this AGREEMENT.

#### **SECTION 5: PAYMENTS**

- A. VTA agrees to pay GRANTEE an amount not to exceed the amount set forth in **EXHIBIT B** ("Payments to Grantee"), for the services described in **EXHIBIT A** entitled "Scope of Services", and which payment is subject to the terms and conditions set forth in **EXHIBIT B**. Any costs for services incurred by GRANTEE above the Scope of Services or Grant Award shall be at GRANTEE's sole cost and expense.
- B. VTA will not pay for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this AGREEMENT.
- C. DIRECTOR or the DIRECTOR's designee may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE, under this AGREEMENT, or not to make any particular payment under this AGREEMENT or take any other action available in the event of any of the following occurrences:
1. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to VTA in connection with this AGREEMENT;
  2. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this AGREEMENT which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Grant Services;
  3. If GRANTEE, without having obtained VTA approval, has taken any action pertaining to the Grant Services which requires VTA approval;
  4. If GRANTEE makes improper and/or ineligible use of the Grant Award;
  5. If GRANTEE fails to comply with any of the terms and conditions of this AGREEMENT including without limitation, GRANTEE's failure

to carry out the Scope of Work (**EXHIBIT A**) or other obligations as described in any Exhibit to this AGREEMENT.

6. If GRANTEE submits to VTA any report which is incorrect or incomplete in any material respect or is untimely. See **EXHIBIT C** for reporting requirements and **EXHIBIT D** for monitoring, evaluation, and auditing requirements.

## **SECTION 6: DEFAULT AND TERMINATION OF AGREEMENT**

- A. VTA may, through VTA's DIRECTOR, terminate this AGREEMENT at VTA's discretion and without cause by giving GRANTEE thirty (30) calendar days' written notice.
- B. Each of GRANTEE's obligations under this AGREEMENT shall be deemed material. If GRANTEE fails to perform any of its obligations under this AGREEMENT, or any other AGREEMENT with the VTA, VTA may terminate this AGREEMENT upon ten (10) days advance notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, this AGREEMENT shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this AGREEMENT for which VTA may exercise its right of termination:
  1. GRANTEE's breach of any of the representations or warranties contained in this AGREEMENT;
  2. The occurrence of any of the events set forth in SECTION 5 for suspension or termination of VTA's payment of the Grant Award.
- C. In the event of termination under this SECTION, GRANTEE shall have the following obligations:
  1. No later than thirty (30) days following the date of termination GRANTEE shall refund to VTA any unused portion of the Grant Award, except that GRANTEE shall have no obligation to refund to VTA any portion of the Grant Award that was distributed in accordance with the terms of the AGREEMENT. GRANTEE shall also provide VTA with a written report detailing the expenditures, if any, from the Grant Award, including an accounting of its administrative expenses to the date of termination. GRANTEE shall refund to VTA any portion of the Grant

Award designated for GRANTEE's administrative expenses which was not expended as of the date of termination. Nothing in this AGREEMENT shall be deemed to be a waiver of VTA's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this AGREEMENT. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this AGREEMENT to date of termination, unless other payment terms are explicitly provided in **EXHIBIT B**.

2. Upon termination, GRANTEE shall immediately deliver to VTA any and all copies of materials used or developed for this grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by GRANTEE or GRANTEE's subgrantee, if any, under this AGREEMENT.

D. Nothing in this AGREEMENT shall be construed to deprive VTA of its rights and remedies at law or in equity against GRANTEE.

E. VTA's DIRECTOR is authorized to terminate this AGREEMENT on VTA's behalf.

VTA may, at its sole option, pursue a course correction process with GRANTEE to address issues with GRANTEE's performance under this AGREEMENT. However, VTA is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to GRANTEE or to terminate this AGREEMENT.

## **SECTION 7: ACCOUNTING AND FINANCIAL RECORDS.**

GRANTEE shall establish and maintain at all times, on a current basis in connection with the provision of Grant Program, an adequate accounting system in accordance with generally accepted accounting principles and standards and acceptable to DIRECTOR covering all revenues, costs, and expenditures with respect to GRANTEE's performance under this AGREEMENT.

## **SECTION 8: REPORTING REQUIREMENTS.**

GRANTEE shall submit reports of all financial transactions related to GRANTEE's performance under this AGREEMENT ("Progress Reports") prepared in accordance with **EXHIBIT C** and, to the extent applicable, on the schedule specified in **EXHIBIT C**. The format of the Financial Reports shall be as provided in this AGREEMENT unless otherwise directed by the DIRECTOR. A final report shall be delivered to VTA prior to expiration of this AGREEMENT, as may be further described in **EXHIBIT C**. In lieu of generating a consolidated quarterly report, the GRANTEE may instead submit, in accordance with the above schedule, a report covering each of the months in the reporting period, which includes a Standard Balance Sheet and Standard Income and Expense Statement for each of the months in the reporting period. The Financial Reports must be prepared in accordance with generally accepted accounting principles.

## **SECTION 9: RIGHT OF EXAMINATION AND AUDIT AND PRESERVATION OF RECORDS.**

GRANTEE agrees that the VTA's General Manager, Auditor, General Counsel or the DIRECTOR, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of GRANTEE related to GRANTEE's performance of this AGREEMENT, including the right to audit, conduct further financial review, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall cooperate with the VTA in such audit, examination, further review and shall provide VTA with access to GRANTEE's staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes, and payroll.

**EXHIBIT D**, "MONITORING, EVALUATION, AND AUDITING REQUIREMENTS" sets forth standards regarding the VTA's right to audit, and GRANTEE's obligation to deliver to the VTA documentation of financial statements, records, reports, data, and information pertaining to matters covered by this AGREEMENT. GRANTEE further agrees that GRANTEE shall preserve all records related to the performance of this AGREEMENT and that VTA the right to examine or audit the GRANTEE's records, facilities or activities shall continue for four (4) years after the expiration or termination of this AGREEMENT unless a longer period for VTA's audit or GRANTEE's record retention is specified in **EXHIBIT D** as is required by applicable law.

## **SECTION 10: VTA ACKNOWLEDGMENT**

GRANTEE shall acknowledge the support of VTA, where appropriate, in written documents and informational materials regarding the Grant Program as specified in detail in **EXHIBIT E**, entitled "GENERAL SERVICE REQUIREMENTS."

## **SECTION 11: INSURANCE**

GRANTEE agrees to have the policies set forth in the attached **EXHIBIT F**, entitled "INSURANCE REQUIREMENTS" not later than the Effective Date of this AGREEMENT and to maintain such policies throughout the term of this AGREEMENT. All policies, endorsements, certificates and/or binders shall be subject to approval by the VTA Risk Manager as to form and content. These requirements may not be amended or waived unless approved in writing by the VTA Risk Manager. GRANTEE agrees to provide VTA with a copy of said policies, certificates and/or endorsements upon execution of this AGREEMENT.

## **SECTION 12: INDEMNIFICATION AND HOLD HARMLESS**

A. GRANTEE agrees to defend, indemnify and hold harmless VTA from and against any and all claims, demands, causes of action, or liabilities incurred by VTA arising

from, in whole or in part, directly or indirectly, GRANTEE's acts or omissions under this AGREEMENT, except as may arise from the gross negligence or willful misconduct of VTA. In any action or claim against VTA in which GRANTEE is defending VTA, VTA shall have the right to approve legal counsel providing VTA's defense and such approval shall not be unreasonably withheld. GRANTEE further agrees to release VTA from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of VTA's property, except as may be caused by the VTA's gross negligence or willful misconduct.

- B. The GRANTEE's obligations under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

### **SECTION 13: NOTICES**

- A. Any communication or notice which either party is required to send to the other party shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, or by facsimile, or electronic mail, to the respective parties addressed as referenced on the signature page of this AGREEMENT.
- B. Either party may change its address or contact information by sending written notice of the new address to the other party pursuant to this SECTION.

### **SECTION 14: AMENDMENTS**

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT and any such amendment to this AGREEMENT shall be effective only upon the mutual AGREEMENT in writing of the authorized representatives of the parties.

### **SECTION 15: COMPLIANCE WITH LAWS/NONDISCRIMINATION**

- A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable VTA policies.
- B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnicity or national origin in connection with or related to the performance of this AGREEMENT and comply with all requirements set forth in **EXHIBIT G**.
- C. GRANTEE shall obtain and maintain all licenses and permits appropriate to its proper and effective performance of this AGREEMENT prior to the date of o the date of execution of this AGREEMENT. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.
- D. Please refer to **EXHIBIT G** for full Non-discrimination Requirements.

## **SECTION 16: PREVAILING WAGE**

GRANTEE must adhere to all prevailing wage requirements under California Labor Code section 1720 et seq., if applicable. Failure to pay such prevailing wages may result in penalties pursuant to California Labor Code Section 1775.

## **SECTION 17: RELATIONSHIP OF PARTIES**

- A. It is understood and agreed by and between the parties that GRANTEE in the performance of this AGREEMENT, shall not act nor is it at any time authorized to act, as the agent or representative of VTA in any matter. GRANTEE further agrees that it will not in any manner hold itself out as the agent or representative of VTA or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity.
- B. The parties agree that GRANTEE and GRANTEE's employees shall be at all times independent contractors and not agents or employees of the VTA, and that GRANTEE and GRANTEE's employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the VTA, or any compensation other than as prescribed herein, and GRANTEE and GRANTEE's employees expressly waive any claim it/they may have to any such rights.
- C. Under no circumstances shall this AGREEMENT be construed as one of partnership, joint venture, or employment between GRANTEE and VTA. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

## **SECTION 18: WAIVER**

- A. In no event shall any payment by VTA or any acceptance of payment by GRANTEE hereunder constitute or be construed to be a waiver by VTA or GRANTEE of any breach of covenants or conditions of this AGREEMENT or any default which may then exist on the part of VTA or GRANTEE, and the making of any such payment or the acceptance of any such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to VTA or GRANTEE with respect to such breach or default.
- B. The waiver by any party to this AGREEMENT of a breach of any provision of this AGREEMENT shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this AGREEMENT.

## **SECTION 19: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES**

GRANTEE represents and warrants that it has the authority to enter into this

AGREEMENT. GRANTEE further represents and warrants that its signatory to this AGREEMENT is authorized to execute this AGREEMENT on GRANTEE's behalf.

## **SECTION 20: INTEGRATED DOCUMENT**

This AGREEMENT, including any exhibits and appendices, are incorporated herein and embody the entire AGREEMENT between VTA and GRANTEE. No oral agreements or conversations with any officer, agent or employee of VTA shall affect or modify any of the terms or obligations contained in any documents comprising this AGREEMENT. Any such oral agreement shall be considered as unofficial information and in no way binding upon VTA.

## **SECTION 21: SEVERABILITY OF PROVISIONS**

If any part of this AGREEMENT is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. VTA and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this AGREEMENT affect the purpose of this AGREEMENT, then the parties shall negotiate an adjustment to this AGREEMENT in order to give full effect to the purpose of this AGREEMENT or either party may terminate this AGREEMENT. In the event of termination, the provisions of SECTION 6 as related to repayment of the Grant Award shall apply.

## **SECTION 22: VENUE**

The parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

## **SECTION 23: CONFLICT OF INTEREST**

GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, *et seq.*), with the conflict of interest provisions of Government Code Section 1090 *et seq.* and with the VTA's Code of Ethics. GRANTEE shall promptly advise VTA of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

## **SECTION 24: RELIGIOUS/POLITICAL ACTIVITIES**

- A. GRANTEE shall not expend any portion of the funds provided under this AGREEMENT ("Grant Award") to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of

this SECTION, shall be deemed a disallowed cost.

- B. GRANTEE shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

## **SECTION 25: SUBCONTRACTS**

- A. GRANTEE will not subcontract any services under this AGREEMENT without the prior written consent of VTA.
- B. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this AGREEMENT.
- C. GRANTEE will monitor the subcontractor to ensure compliance with the terms and conditions of this AGREEMENT and provide records of their compliance as requested.
- D. GRANTEE will provide VTA with records of reimbursement to subcontractor(s) for obligations incurred under subcontract.
- E. VTA has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this AGREEMENT.

## **SECTION 26: ASSIGNABILITY**

The parties agree that the expertise and experience of GRANTEE are material considerations for this AGREEMENT. Unless specifically authorized by this AGREEMENT, GRANTEE may not assign the performance of any obligation or interest under this AGREEMENT, including subcontracting, without the prior written consent of VTA. Any attempt by GRANTEE to assign this AGREEMENT, in violation of this SECTION, will be voidable at VTA's sole option.

## **SECTION 27: EMPLOYEES/VOLUNTEERS**

- A. All personnel employed, or volunteers retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE.
- B. GRANTEE shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164. GRANTEE shall fully indemnify, defend, and hold harmless VTA for any such hiring. GRANTEE shall notify VTA in writing of any violation of this provision as soon as is reasonably practicable.
- C. GRANTEE shall also not employ any person who is permitted to provide services

requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code.

- D. Regardless of whether services have been provided prior to full execution of this AGREEMENT, GRANTEE certifies to the VTA that all services were provided in full compliance with the terms and provisions of this AGREEMENT.
- E. If GRANTEE provides services requiring contact with children and to give effect to California Public Resources Code Sections 5163 and 5164, GRANTEE comply with the FBI requirement for background checks, and the use of any alternative database shall be subject to the VTA's prior written approval.

#### **SECTION 28: GIFTS**

- A. GRANTEE is familiar with VTA's prohibition against the acceptance of any gift by a VTA Officer or designated employee, which prohibition is found in VTA's Gifts and Gratuities Policy.
- B. GRANTEE agrees not to offer any VTA officer or designated employee any gift prohibited by VTA's Gifts and Gratuities Policy.
- C. The offer or giving of any gift prohibited by VTA's Gifts and Gratuities Policy shall constitute a material breach of this AGREEMENT by GRANTEE. In addition to any other remedies VTA may have in law or equity, VTA may terminate this AGREEMENT for such breach as provided in SECTION 6 of this AGREEMENT.

#### **SECTION 29: MISCELLANEOUS**

- A. The headings of the sections and subsections of this AGREEMENT are inserted for convenience only.
- B. Where this AGREEMENT refers to VTA and no officer of the VTA is named, VTA's Manager shall have the authority to act on VTA's behalf.
- C. No copyrighted musical or visual arts composition shall be performed or played, whether amplified, televised, in the form of a mechanical recording or personal rendition, or otherwise, in connection with any use of VTA property or for any activity funded in whole or in part by VTA funds, unless the GRANTEE shall have first obtained all approvals and paid any license fee or other fee required by the copyright owner. GRANTEE hereby agrees to defend, indemnify, and hold VTA harmless from and against any and all claims of infringement or any other liability or responsibility whatsoever for violation of the right of any such copyright owner under any copyright law.

D. GRANTEE agrees that it shall not use VTA's Grant Award to purchase capital equipment or real property, and that expenditure of VTA's Grant Award on capital equipment or real property purchases shall constitute a breach of this Agreement. For purposes of this grant, typical office equipment such as computers, fax machines, scanners are permitted expenditures, but other capital equipment expenditures are not permitted hereunder, including without limitation, vehicles, heating or air conditioning systems, or other fixtures. GRANTEE shall obtain the VTA's prior approval of any office equipment purchase with Grant Award. GRANTEE shall reimburse VTA for any expenditures of VTA's Grant Award on disallowed by this AGREEMENT upon VTA's demand.

*Signature of Parties on the following page.*

SAMPLE

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties hereto as of the date of signature of the VTA General Manager/CEO ("Effective Date") written below.

_____	SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
Grantee Organization Name	_____
_____	_____
Grantee Address	VTA Address
_____	_____
Grantee Signature	Carolyn M. Gonot, General Manager/CEO
_____	_____
Grantee: First Name, Last Name, Title	_____
_____	_____
Date of Signature (DD/MM/YY)	Date of Signature (DD/MM/YY)

SAMPLE



**Table A-2: Transit-Focused Activities**

Required Activities	
Disseminate VTA-provided educational transit materials to organization and volunteer staff, as applicable.	Acknowledge VTA TOC Grant in all public grant-related materials, as detailed in Section 10 of this Grant Agreement.
Additional Activities (one or more of the following is required)	
Develop transit trip planning for different audiences – employees, volunteers, event patrons	Support active transportation and/or use of transit to attend grant activities
Include VTA tabling at an activity to spread transit related education	Organization employees use a combination of transportation modes to get to grant activities
Work with VTA to purchase transit passes for employees and/or program participants (i.e., Clipper Card, <a href="#">VTA SmartPass</a> )	Develop marketing strategy that emphasizes taking VTA transit to grantee activities/events
Provide information on how to connect to <a href="#">Lyft Bay Wheels</a> or other micromobility to get to and from grant activities	Develop special signage to direct patrons to transit at grant activity locations
Coordinate with schools for them to put in requests with VTA for the “VTA Youth Tokens”	Provide maps of walking paths and nearby transit services
Provide ridesharing options to get to and from grant activities	Collect transit stories and testimonials from grantee employees, volunteers, patrons – about how they got to the grant activities, work, etc.
Provide indoor or outdoor bike parking at grant activities	Incorporate transit usage into surveys or other public engagement activities (i.e., collect data on transportation choices)

**EXHIBIT B:**  
**PAYMENTS TO GRANTEE**

Payment shall be made as stated in the following schedule, subject to GRANTEE’S satisfactory performance of this AGREEMENT and VTA’s approval of GRANTEE’S Progress Reports at VTA’s sole determination.

The total grant amount ("Grant Award") awarded to GRANTEE shall not exceed \$ \_\_\_\_\_.  
The Grant Award shall be disbursed to GRANTEE as follows:

- A. VTA shall disburse to GRANTEE an initial installment of \$ \_\_\_\_\_ within 15 business days after both of the following requirements have been met: (1) execution of this agreement; and (2) VTA's receipt of the IRS form W-9 and California FTB 590.
- B. Prior to any additional disbursement, GRANTEE shall provide VTA with a Progress Report as proof of completion of work product of milestones, submitted to VTA via an online form to be provided by VTA, or to [tocgrant@vta.org](mailto:tocgrant@vta.org) in the case of documented technical difficulties. GRANTEE shall provide the Progress Report, provided in EXHIBIT C, pursuant to the schedule outlined in EXHIBIT A Table A-1: Scope of Services and Reporting Requirements.
- C. Upon receipt and approval of the Progress Report by VTA provided pursuant to the schedule outlined in EXHIBIT A TABLE A-1, VTA shall make further payments to GRANTEE in accordance with the Grant Disbursement Table B-1, below. VTA shall make payments within 15 business days of VTA’s receipt and approval of a Progress Report.
- D. GRANTEE acknowledges that GRANTEE's right to receive the Grant Award is contingent upon the VTA's full receipt of anticipated grant revenues (“Funds”) in fiscal year 2025-2026 and the remaining term of the agreement. If the Funds received by the VTA and allocated by VTA Board, is not sufficient to cover collectively all grant awards, VTA may, at its sole discretion, terminate this Grant Agreement. In such event, if no services have been provided by GRANTEE, GRANTEE shall promptly return up to the entire amount of the Grant Award paid to GRANTEE, in compliance with a written request from VTA's DIRECTOR, and the VTA shall have no further obligation toward GRANTEE.

<b>Exhibit B-1: Grant Disbursement Table</b>			
<b>Milestone</b>	<b>Payment Amount.</b>	<b>Total Paid to Date</b>	<b>% Paid of Total</b>

**EXHIBIT C:**  
**REPORTING REQUIREMENTS**

GRANTEE agrees to cooperate with VTA on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting, data collection, and evaluation requirements established by VTA, including but not limited to, submission of reports as outlined in this AGREEMENT.

- A. GRANTEE will be required to provide a **Progress Report**, utilizing the template below or via an online form to be provided by VTA. The template form will be provided as a separate document. Progress Reports must include the following:
- a. An accounting of actual expenses to date by Task, as identified in EXHIBIT A: Table A-1.
  - b. Milestones achieved by Task, as identified in Exhibit A: Table A-1.
  - c. A description of ongoing tasks, as applicable.
  - d. A running list and descriptions of completed community engagement activities, including attendance.
  - e. A selection and description of completed transit-focused activities, as provided in EXHIBIT A: Table A-2.
- B. GRANTEE shall complete and submit to VTA a Final Report, utilizing forms and instructions provided. GRANTEE shall furnish the VTA one (1) copy of the Final Report no later than the last day of this Agreement's term setting forth, without being limited to, the following:
- a. 1 Progress Report for activities during the last reporting period.
  - b. Compilation of all previous Progress Reports and attachments.
  - c. Written report or slide deck presentation that includes:
    - i. Project goals and outcomes, and
    - ii. Summary of all grant activities, engagement activities, and transit-focused activities.
  - d. Financial report with an accounting of actual expenses and income from all sources for the duration of this Agreement, that includes:
    - i. Standard Balance Sheet for the project duration, and
    - ii. Standard Income and Expense Statement for the project duration.

**Progress Report Template**  
**VTA'S TRANSIT-ORIENTED COMMUNITIES GRANT CYCLE 2: 2025**  
**REPORTING**

**Organization Information**

Organization Name	
Project Title	
Reporting Period	MM/DD/YYYY - MM/DD/YYYY
Date of Previous Report	MM/DD/YYYY
Total Project Cost	\$
VTA Grant funding spent in reporting period	\$
VTA Grant funding remaining	\$
Status: On Schedule, Ahead of Schedule, or Behind Schedule ( <i>Please describe any issues or challenges that may potentially cause delay</i> )	

**Milestones Completed Since Last Report**

*Table 1: Please include all tasks completed since the last report. Add rows to the table as needed.*

Task No.	Task/Milestone Name	Description of Past Activities	Cost	VTA Grant Funding Spent
1				
2				
3				
4				
5				

**Ongoing Tasks**

*Table 2: If needed, please include any tasks that are ongoing. Add rows to the table as needed.*

Task No.	Task/Milestone Name	Description of Ongoing Activities	Cost	VTA Grant Funding Allocation
1				
2				
3				
4				
5				

**Running List of Engagement Activities**

Table 3: Please include all public engagement activities that have occurred since the beginning of the project. Add rows to the table as needed.

Engagement Activity	Description of Activity/Event	Date of Activity	Number of Attendees

**Inclusion of Transit-Focused Activities**

Table 4: Please provide a description of any activities you completed since the last report that bring a focus to transit. The list of activities is provided in Exhibit A: Table A-2.

Transit-Focused Activity	Description of activity and anticipated impact

**Attachments**

Attachments can be uploaded to VTA TOC Grantee Sharepoint folder or emailed to [tocgrant@vta.org](mailto:tocgrant@vta.org).

1. Summary of expenses for the reporting period, inclusive of labor costs and other direct costs
2. Presentations, photos, or any supplemental materials to support the project’s process.

**Notes (Not Required)**

Please include any notes or additional information here.

**EXHIBIT D:**  
**MONITORING, EVALUATION, AND AUDITING REQUIREMENTS**

**A. Fiscal Responsibilities of GRANTEE:**

GRANTEE shall:

1. Identify a fiscal contact responsible for the financial and accounting activities of the GRANTEE.
2. Establish and maintain an accounting system consistent with generally accepted principles of accounting for budgeted funds.
3. Certify insurability subject to VTA approval as outlined in **EXHIBIT F**.
4. Submit to VTA at such times and in such forms as VTA may require, such statements, records, reports, data, and information pertaining to matters covered by this AGREEMENT.

**B. Records, Reports and Audits of GRANTEE:**

1. **Establishment and Maintenance of Records.** GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
  - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this AGREEMENT; and
  - b. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the VTA.
2. **Preservation of Records.** GRANTEE shall preserve and make available its records as outlined:
  - a. for the period of four (4) years from the date of final payment to GRANTEE under this AGREEMENT; or
  - b. for such longer period, if any, as may be required by applicable law; or
  - c. if this AGREEMENT is completely or partially terminated, for a period of four (4) years from the date of any resulting final settlement.
3. **Examination of Records and Facilities.** At any time during normal business hours, upon advance written notice and as often as may be deemed necessary, GRANTEE agrees that VTA, and/or any of its respective authorized representatives shall have access to and the right to examine any of its plants, offices and/or facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT. GRANTEE also agrees that the VTA, or any of its authorized representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this AGREEMENT. VTA may examine records or facilities pursuant to this Section throughout the term of this AGREEMENT and

- a. for a period of four (4) years after final payment under this AGREEMENT; or
- b. for such longer period as may be required by applicable law; or
- c. if this AGREEMENT is completely or partially terminated, for a period of four (4) years from the date of any resulting settlement.

4. Audits.

a. Independent Audits.

(1) If required by DIRECTOR, GRANTEE shall submit an agency audit that conforms to generally accepted auditing standards and that includes the requested components.

b. VTA Audits. The VTA may perform an independent audit. Such audits may cover programmatic as well as fiscal matters. GRANTEE will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such audits will be borne by the VTA.

c. Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by VTA. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings that may lead to disallowed costs. VTA shall make the final determination of disallowed costs.

**C. Monitoring and Evaluation**

1. GRANTEE agrees to cooperate with VTA on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting, data collection, and evaluation requirements established by VTA, including but not limited to; submission of reports as outlined in this AGREEMENT.
2. **Site Visits:** If requested by VTA, GRANTEE shall cooperate with visits from the VTA or its Evaluation Consultants, for the purpose of verifying the implementation of funded projects, interviewing staff, and/or verifying supporting documentation.
3. **Data Collection:** GRANTEE agrees to perform ongoing data collection and sharing in accordance with VTA process to ensure effective service delivery in compliance with this AGREEMENT.

**EXHIBIT E:**  
**GENERAL SERVICE REQUIREMENTS**

**A. Acknowledgement of VTA Support:** GRANTEE shall acknowledge the support of the VTA where appropriate, and include on all informational materials, including, but not limited to, press releases, brochures, flyers, catalogues, programs, posters, advertisements, Public Service Announcements, Web sites and film, video, radio and other media materials: **"Supported, in part, by a Transit-Oriented Communities grant from the VTA."** In the event that GRANTEE acknowledges the support of other funders by the display of funders' logos, it shall include the display of the VTA's logo as well in accordance with the VTA's guidelines for the display of the logo.

GRANTEE is exempt from this requirement in those instances where the information materials pertain to activities or expenditures for which the use of this Grant Award is specifically proscribed by the provisions of the Transit-Oriented Communities Grant Program or this Agreement.

**B. Copyright Law/Indemnification:** No copyrighted musical or visual arts composition shall be performed or played, whether amplified, televised, in the form of a mechanical recording or personal rendition, or otherwise, in connection with any use of VTA property or for any activity funded in whole or in part by VTA funds, unless the GRANTEE shall have first obtained all approvals and paid any license fee or other fee required by the copyright owner. GRANTEE hereby agrees to defend, indemnify and hold VTA harmless from and against any and all claims of infringement or any other liability or responsibility whatsoever for violation of the right of any such copyright owner under any copyright law.

**C. Grant Use Restrictions:** GRANTEE agrees that it shall not use VTA's Grant Award to purchase capital equipment (other than office equipment described below) or real property, and that expenditure of VTA's Grant Award on capital equipment or real property purchases shall constitute a breach of this Agreement. For purposes of this grant, typical office equipment such as computers, fax machines, scanners are permitted expenditures, but other capital equipment expenditures are not permitted hereunder, including without limitation, vehicles, heating or air conditioning systems, or other fixtures. GRANTEE shall obtain the VTA's prior approval of any office equipment purchase that is not clearly permitted hereunder. GRANTEE shall reimburse VTA for any expenditures of VTA's Grant Award on disallowed- capital equipment or real property purchases upon VTA's demand.

**EXHIBIT F:**  
**INSURANCE REQUIREMENTS**

[VTA reserves the right to expand on the provisions based on the services and provider.]

- A. **Coverage Requirements:** GRANTEE will purchase the following insurance coverages not later than the date of execution of this AGREEMENT. GRANTEE will maintain such policies throughout the term of this AGREEMENT. The following insurance policy limits described below are intended to be minimum coverages required. The Consultant shall provide VTA with certified copies of Certificate(s) of Insurance (COIs) evidencing the following required coverages:

**Commercial General Liability:** minimum \$1,000,000 combined single limit per occurrence for bodily injury and property damage including products and completed operations.

**Automobile Liability:** minimum \$1,000,000 combined single limit per accident for bodily injury and property damage for all owned, hired or non-owned vehicles.

**Workers' Compensation and Employers' Liability:** Workers' Compensation as required by State of California, and Employers Liability with a limit of not less than \$1,000,000.

**Endorsements:** The COI(s) provided by the GRANTEE must include the following endorsements:

- VTA, its officers, employees, agents, and contractors are named as additional insured.

**Commercial General Liability and Worker's Compensation requirements:** Coverage shall contain a waiver of subrogation in favor of VTA, its officials, employees, agents, and contractors.

**Waivers:** VTA may waive the COI for selected projects receiving \$25,000 and less.

**Approvals:** All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the VTA as to form and content. These requirements may not be amended or waived unless approved in writing by the Risk Manager. GRANTEE agrees to provide VTA with a copy of said policies, certificates and/or endorsements upon execution of this AGREEMENT.

**EXHIBIT G:**  
**NON-DISCRIMINATION**

During performance of this AGREEMENT, GRANTEE, its employees, its subcontractors, and its volunteers must not unlawfully discriminate, harass, or allow harassment against any person because of race, religious creed, color, sex, gender, gender identify, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation, or military and veteran status. In addition, GRANTEE and any sub must not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. Contractor must ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.

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