

**TRANSIT-ORIENTED COMMUNITIES GRANT 2025: FUNDING
AGREEMENT Between SANTA CLARA VALLEY TRANSPORTATION
AUTHORITY And [LOCAL AGENCY] For [PROJECT TITLE]**

This AGREEMENT is made by and between the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a California special district ("VTA"), and City of _____ a California municipal corporation ("GRANTEE").

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: RECITALS

WHEREAS, VTA desires to fund [Program-related Project Name] project within Program Area [A/B/C/D] 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. 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 (as defined on the signature page) 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". Payment is subject to the terms and conditions set forth in **EXHIBIT B**.
- B. Any costs for Grant Services incurred by GRANTEE exceeding the amount of the Grant Award set forth in **EXHIBIT B** shall be at GRANTEE's sole cost and expense.
- C. VTA's payment (s) to GRANTEE shall not be used for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this AGREEMENT. VTA payments shall only be utilized for permitted costs and expenses as set forth in **EXHIBIT H**.
- D. 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) has 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 that requires VTA approval.
4. If GRANTEE makes improper and/or ineligible use of the Grant Award, including but not limited to using VTA payments that are not allowable expenses pursuant to **EXHIBIT H**.
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 or documentation that is incorrect or incomplete in any material respect or is untimely or fails to submit such report or documentation as required. See **EXHIBIT C** for reporting requirements, **EXHIBIT D** for monitoring, evaluation, and auditing requirements, and **EXHIBIT C** for expense documentation 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 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 and utilized 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. GRANTEE shall not be entitled to reimbursement for expenses incurred after the date of termination.
 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.
- F. 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, FINANCIAL RECORDS AND REPORTING REQUIREMENTS.

GRANTEE shall establish and maintain at all times, on a current basis in connection with the provision of the 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.

GRANTEE shall submit an invoice package cover sheet and additional required attachments (collectively referred to as "Invoice Package(s)") describing all financial transactions related to GRANTEE'S performance under this AGREEMENT. Unless otherwise directed by the DIRECTOR, Invoice Package(s) shall be prepared in accordance with and in the format provided in **EXHIBIT C** and shall contain the required attachments described therein. Invoice Package(s)

shall be due to VTA pursuant to the schedule specified in **EXHIBIT A**, Table A-1.

SECTION 8: 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, and 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's 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 9: 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 10: INSURANCE

GRANTEE agrees to have the policies set forth in the attached **EXHIBIT F**, entitled "INSURANCE REQUIREMENTS" no 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. In the event that any such policy, endorsement, certificate, binder, and changes or expires during the term of this AGREEMENT, GRANTEE agrees to promptly provide to VTA updated and effective copies of such documents that satisfy requirements set forth in this section. 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 11: 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 and the acts of any of GRANTEE's subcontractors, 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 12: NOTICES

- A. Any communication or notice that 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 13: 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 14: 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 all certifications, licenses and permits necessary and appropriate

to the proper and effective performance of this AGREEMENT prior to the Effective Date and shall maintain such certifications, licenses, and permits through the AGREEMENT's duration. GRANTEE is responsible for contacting the appropriate offices/certification entities and filing the necessary documents to comply with these requirements. GRANTEE shall provide copies of such certifications, licenses, and permits to VTA upon request.

D. Please refer to **EXHIBIT G** for the full Non-discrimination Requirements.

SECTION 15: 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 16: 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 17: 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 18: 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 19: INTEGRATED DOCUMENT

This AGREEMENT, including any exhibits and appendices, is 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 20: 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 21: 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 22: 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 23: 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 24: SUBCONTRACTS

- A. GRANTEE may subcontract services under this AGREEMENT to those subcontractors identified in the attached EXHIBIT I, titled "APPROVED SUBCONTRACTORS." If no subcontractors are identified in EXHIBIT I or if GRANTEE wishes to utilize additional subcontractors to perform services under this AGREEMENT, GRANTEE must obtain the written consent of VTA's DIRECTOR or DIRECTOR's designee. GRANTEE will not subcontract any services under this AGREEMENT without the prior written consent of VTA.
- B. GRANTEE shall ensure any subcontractors providing services under this AGREEMENT are engaged through proper procurement methods and administration in accordance with all applicable laws and regulations.
- C. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this AGREEMENT.
- D. GRANTEE will monitor the subcontractor to ensure compliance with the terms and conditions of this AGREEMENT and provide records of their compliance as requested.
- E. GRANTEE will provide VTA with records of payment to subcontractor(s) for obligations incurred under subcontract.
- F. VTA has the right to refuse payment for obligations incurred under any subcontract that does not comply with the terms of this AGREEMENT.

SECTION 25: 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, 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 26: EMPLOYEES/VOLUNTEERS

- A. All personnel employed, or volunteers or student interns (if any) retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE is responsible for ensuring compliance with this AGREEMENT by any employees, volunteers, or interns that conduct operations of GRANTEE's program.
- B. GRANTEE shall not hire employees or retain volunteers or interns 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 or retain 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 shall 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 27: 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 28: 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. This AGREEMENT will not be construed as if it had been prepared solely by the VTA, but rather as if both VTA and GRANTEE have prepared the same. The language in all parts of this AGREEMENT will be, in all cases, construed according to its fair meaning and not strictly for or against VTA or GRANTEE.

Signature of Parties on the following page.

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
Agency Name	
_____	3331 N. First Street San Jose, CA 95134 tocgrant@vta.org
Grantee Mailing Address	VTA Address
_____	_____
Grantee Signature	Carolyn M. Gonot, General Manager/CEO

Grantee: First Name, Last Name, Title, and Email Address	
_____	_____
Date of Signature (DD/MM/YY)	Date of Signature (DD/MM/YY)

**Transit-Oriented Communities Grant Cycle 2 (2025): Template VTA
Agreement with Local Agencies**

**EXHIBIT A:
SCOPE OF SERVICES**

GRANTEE shall provide the services described in this EXHIBIT.

A. Project Description.

[Project Description to be inserted]

B. Period of Service.

The Grant Services must be completed within 2 year(s) of the Effective Date of the AGREEMENT. VTA shall have no obligation to provide reimbursement for any work occurring after this date.

C. Grant Services.

The GRANTEE shall complete the Tasks/Milestones identified in Table A-1. In completing the Tasks/Milestones, GRANTEE shall comply with the following:

1. **Grant Acknowledgement:** Acknowledge VTA TOC Grant in all public grant-related materials, as detailed in SECTION 9 and EXHIBIT E of this Grant Agreement.
2. **Required Meetings and Support:** GRANTEE shall ensure that the Tasks/Milestones in Table A-1 include all necessary or valuable consultations and/or meetings with other organizations or public agencies GRANTEE will be meeting or engaging with throughout the course of this project. In the event that GRANTEE seeks the support or attendance of VTA at any such consultation or meeting (such as for project permitting processes), this shall be reflected in Table A-1. Notwithstanding Table A-1, VTA retains full discretion to provide support or assistance to GRANTEE at the level VTA deems necessary or appropriate.
3. **Transit-Focused Activities:** GRANTEE shall complete two or more Transit-Focused activities, which shall be integrated into the Milestone Schedule included in the Table A-1 Tasks/Milestones. Eligible Transit-Focused activities, descriptions, and examples are identified as a reference in Table A-2. GRANTEE shall coordinate with VTA in identifying appropriate Transit-Focused activities for GRANTEE. GRANTEE will report on the measurements and key performance indicators associated with each selected transit-focused activity in Invoice Package(s).

D. Reallocating of Project Funds.

The DIRECTOR or his or her designated representative, may at the request of GRANTEE approve reallocation of funds from any milestone to another milestone at any time provided that: (1) there is no increase in the total amount specified in this AGREEMENT, and (2) the milestone schedule in **EXHIBIT A-1** to the AGREEMENT is not negatively affected as determined in VTA's sole discretion. Request for approval by the DIRECTOR or their designated representative of such reallocation of funds must be sent via email tocgrant@vta.org. GRANTEE shall not reallocate such funds without the express written approval of the DIRECTOR.

Transit-Oriented Communities Grant Cycle 2 (2025): Template VTA Agreement with Local Agencies

Table A-1: Scope of Services and Reporting Requirements

Task No.	Task/Milestone Title	Description & Transit-Focused Activities (TFAs)	VTA Role	Start Date	End Date	VTA Grant Amount	City Match (15%)
0	Grant Agreement	Negotiate and finalize agreement with VTA	VTA will release first disbursement of funds upon execution.		Effective Date of Agreement		
1	Example Task 1: CBO Meetings	Provide background and context on EIFDs to approximately 10-15 CBOs; get initial feedback T1: Provide specific maps, guides, encourage use of Transit app (instead of Google maps) at grantee event T7: Provide transit educational overviews, handouts (e.g., Who is VTA, What are TOCs?) by grantee or VTA staff.	VTA to advise and provide & transit maps, guides, Transit app resources and educational overview/handouts	Effective Date of Agreement	3/31/26	\$2,500	
2	Example Task 2						
3	Example Task 3						
4	Example Task 4						
	Progress Report #1						
5	Example Task 6						
6	Example Task 7						
7	Example Task 8						
	Final Report						
	TOTAL					\$	

Transit-Oriented Communities Grant Cycle 2 (2025): Template VTA Agreement with Local Agencies

Table A-2: Eligible Transit-Focused Activities

Code	Outcome	Transit-Focused Activity	Measurement
T1	Empower stakeholders to gain confidence and ease in navigating transit	- Provide specific maps, guides, encourage use of Transit app (instead of Google maps) at grantee event	- # of transit resources (e.g., maps, Transit app cards, other guides) distributed at each event
		- Grantee-led (train the trainer) trip planning support for grantee events	- # of grantee-staff trip planning sessions provided
		- VTA-led trip planning support or presentation for stakeholder group (e.g., grantee staff, small business clients)	- # of VTA-staffed trip planning sessions provided - # of attendees at trip planning session
		- Provide a transit information hub at key location	- # of transit info hubs provided
T2	Elevate transit rider voices highlighting transit's value	- Gather transit stories and testimonials (e.g., VTA comment cards, interviews, videos, voice memo, etc.) - Share transit stories on social media and other forums	- # of stories collected - # of stories shared (Engagement metrics: likes, shares, comments)
T3	Lower barriers and spark new transit ridership habits	- Promote transit incentives such as SMART Commute website	- # of incentives redeemed
		- Promote "Take VTA to [grantee event]" campaign	- # of Take VTA to Event campaigns and materials distributed (if applicable for handouts)
		- Provide other type of discount, passes, rewards	- # of discounts, passes, rewards distributed - # of discounts, passes, rewards redeemed
		- Add planned mode of transportation on grantee event RSVPs (e.g., Eventbrite or Google RSVP form)	- # of events using RSVP mode of transportation question - # of respondents using transit by per event
		- Adopt VTA SmartPasses program, Clipper card - Incorporate transit wayfinding in signage program	- # of new VTA SmartPasses, Clipper cards - # of new wayfinding signs with transit
T4	Improve customer data to inform VTA services	- Collect completed transit survey (use VTA's or co-create w. grantee)	- # of surveys completed
T5		- Create co-branded merchandise with grantees and partners	- # of VTA-staffed info table events
		- Distribute VTA merchandise	- # of VTA merchandise items distributed

Transit-Oriented Communities Grant Cycle 2 (2025): Template VTA Agreement with Local Agencies

	Improve transit visibility and awareness	- VTA-staff information table at grantee/partner event	- # of VTA-staffed info table events
		- Trivia or gamification making transit fun	- # of trivia or game users
T6	Participate in a “Week without Driving” or WWD (9/28/26 – 10/4/26)	-Incorporate Week without Driving educational materials at your community event/meeting	- # of WWD materials distributed at each event
		-Promote “Week without Driving” to your community -Create videos, photos or other social media posts with nondrivers that highlight their experiences in the community.	-# of stories shared (Engagement metrics: likes, shares, comments)
		-Host an inclusive walk/roll audit in partnership with VTA and reach out to various nondriver communities to share their firsthand experiences within the community	-# of participants
		-Staff participation in “Week without Driving” for commuting and other daily trips.	-# of staff participants
T7	Improve understanding of VTA’s transit and transportation mission and role	- Provide transit educational overviews, handouts (e.g., Who is VTA, What are TOCs?) by grantee or VTA staff	- # of presentations delivered - # of handouts/brochures distributed - # of people in audience per session

Transit-Oriented Communities Grant Cycle 2 (2025): Template VTA
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EXHIBIT B:
PAYMENTS TO GRANTEE

- A. Payment shall be made by way of reimbursement to GRANTEE in accordance with this EXHIBIT B subject to GRANTEE's satisfactory performance at VTA's sole determination.
- B. The total grant amount ("Grant Award") awarded to GRANTEE shall not exceed \$ _____.
- C. GRANTEE shall submit Invoice Package(s) pursuant to the milestone schedule established in Table A-1. GRANTEE will prepare Invoice Packages in accordance with the requirements set forth in EXHIBIT C. The Invoice Package(s) and contents thereof submitted by GRANTEE will serve as both proof of completion of work products and milestones.
1. GRANTEE must electronically submit Invoice Packages to VTA to both of the following email addresses: AccountsPayable@vta.org and tocgrant@vta.org.
- D. Contingent upon GRANTEE's satisfactory completion of work products or milestones, as applicable, required by this AGREEMENT, payment shall be made to GRANTEE by VTA within thirty (30) days of receipt of an acceptable Invoice Package, which shall be submitted to the review and approval by VTA's Program Manager or a designated representative.
- E. At its sole discretion, VTA may decline to make full payment for any portion of the costs claimed for reimbursement until such time as GRANTEE has documented, to VTA's satisfaction, that GRANTEE has fully completed all of the portion of the work billed for in the Invoice Package. At VTA's request, GRANTEE shall provide additional documentation, records, or information that VTA reasonably deems necessary to verify expenses prior to providing reimbursement to GRANTEE. VTA's payment in full for any portion of the work will not constitute VTA's final acceptance of any or all of GRANTEE's work.
- F. 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.

EXHIBIT C:
REPORTING REQUIREMENTS

[OBJ]

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 Invoice Package(s) as outlined in this AGREEMENT.

- A.** The schedule for submission of Invoice Packages can be found in EXHIBIT A: TABLE A-1. The Invoice Package Cover Page and associated attachments (see list below) must be submitted electronically to both AccountsPayable@vta.org and tocgrant@vta.org.
- B.** Acceptable formats for the Invoice Package Cover Sheet and attachments: PDF or Microsoft Word.
- C.** GRANTEE will be required to provide an Invoice Package Cover Sheet, utilizing the template below. Invoice Package Cover Sheets must include the following additional attachments:
1. An accounting of actual expenses to date by Task, as identified in EXHIBIT A: TABLE A-1. See EXHIBIT H for more details on a list of allowable expenses.
 2. Copies of invoices from the selected consultant (if applicable);
 3. Labor reports for staff time (if applicable);
 4. An up-to-date project balance sheet directly tied to the VTA grant-funded project, and expenses back-up documentation for the reporting period.
 5. Copies of Milestone Deliverables completed by Task, as identified in Exhibit A: TABLE 1-A. This includes description of the completed transit-focused activities and outcomes, including associated measurements identified in EXHIBIT A: TABLE A-2.
 6. Presentations or supplemental materials to support the project's progress. This may include digital photos from events, social media posts, video clips or meeting presentations, as well as print collateral like flyers, brochures, and posters.
- D.** The Final Invoice Package should include a copy of the following close-out items in addition to the list above
1. A final project balance sheet directly tied to the VTA grant-funded project, and expenses back-up documentation for the project duration, to be included as an attachment. Balance sheets shall clearly show the following:
 2. Revenues, labor costs, and expenses tied directly to the VTA-funded project.

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3. Itemized roll-ups (e.g., artist fees, materials, labor costs) with clearly defined cost components that comprise the total cost of each line item tied to the VTA-funded project.

**VTA’S TRANSIT-ORIENTED COMMUNITIES GRANT CYCLE 2: 2025
INVOICE PACKAGE COVER SHEET**

Organization Information

Organization Name	
Project Title	
Report Number	
Reporting Period	MM/DD/YYYY - MM/DD/YYYY
Date of Previous Report	MM/DD/YYYY
Check Request Amount	
Total Grant Amount	\$
VTA Grant funding spent in reporting period	\$
VTA Grant funding remaining	\$

Milestones Completed Since Last Report

Table 1: Please include all tasks completed since the last report. Please refer to Table A-1 of the Grant Agreement. This includes required Transit-Focused Activities and associated measurements listed in Table A. Add rows to the table as needed.

Task No.	Task/Milestone Name	Description of Past Activities	Cost	Transit-Focused Activity Measurement(s)	VTA Grant Funding Spent
1					
2					
3					
4					
5					

Project Status

Please indicate the status of your project (e.g., on schedule, ahead of schedule, or behind schedule), any ongoing tasks, and describe any issues or challenges that may potentially cause delay. Use the space below.

Public Engagement Activities

Table 2: List all public engagement activities conducted since the beginning of the project. Add additional rows as needed. Activities may correspond to tasks from Table I. Public engagement refers to any event that is open and free to the public.

Date of Event	Engagement Activity	Description of Activity/Event	Stakeholder(s) Description*	Number of Attendees (approximate)

***Note:** Stakeholder description is a general description of communities reached, such as local residents, bike/pedestrian advocates, or general census groups. Note any elected officials in attendance.

Engagement Support

Did you provide any accommodations at the events listed above (e.g., childcare, refreshments, language interpretation services, American Sign Language interpreter, or other support)? If so, please describe below.

Promoting Awareness of Sustainable Mobility Choices

In 2–3 sentences, describe how your project, since the last report, has helped people become more aware of or engaged with transit, walking, biking, or other non-auto transportation modes.

--

Attachments Checklist

The following attachments are required with this invoice package. Please check all boxes:

- An accounting of actual expenses to date by Task, as identified in EXHIBIT A: TABLE A-1.
- Copies of invoices from the selected consultant (if applicable);
- Labor reports for staff time (if applicable);
- An up-to-date project balance sheet directly tied to the VTA grant-funded project, and expenses back-up documentation for the reporting period.
- Copies of Milestone Deliverables completed by Task, as identified in Exhibit A: TABLE 1-A.
- Presentations or supplemental materials to support the project's progress. This may include digital photos from events, social media posts, video clips or meeting presentations, as well as print collateral like flyers, brochures, and posters.

The Final Invoice Package should include a copy of the following close-out items in addition to the list above:

- A final project balance sheet directly tied to the VTA grant-funded project, and expenses back-up documentation for the project duration, to be included as an attachment. Balance sheets shall clearly show the following:
 - Revenues, labor costs, and expenses tied directly to the VTA-funded project.
 - Itemized roll-ups (e.g., artist fees, materials, labor costs) with clearly defined cost components that comprise the total cost of each line item tied to the VTA-funded project.

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. See more detail on allowable expenses in Exhibit H.
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

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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.** 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.

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. GRANTEE 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.

B. 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.

C. 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.

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

E. 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.

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Template**

In the event that any such insurance coverage changes or expires during the term of this AGREEMENT, GRANTEE agrees to promptly provide to VTA updated and effective copies of such documents that satisfy the requirements set forth in this Exhibit.

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 are leave. Contractor must ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.

EXHIBIT H:
ALLOWABLE COSTS

This exhibit details the allowable costs covered by this AGREEMENT for which GRANTEE may seek reimbursement.

- A. Allowable Expenses:** VTA has determined, in its sole discretion, the expenses for which GRANTEE can properly receive payments under this AGREEMENT. In making such determination, VTA may, but need not, rely upon the certification by GRANTEE that the items appearing in reports and supporting documents are eligible costs under this AGREEMENT. Allowable expenses under this AGREEMENT include the following:
2. Supplies and Equipment: Eligible costs for consumable commodities and services essential to the operation of the Project.
 2. Communications: Eligible costs for telephone, telegraph, postage, and other communication costs that are essential to the operation of the Project.
 3. Printing and Advertising: Eligible costs for printing and duplicating services, newspaper print by contract; and newspaper advertising which is essential to the operation of the Project.
 4. Equipment Rental: Eligible costs for rental of equipment defined as tangible property other than land and buildings, or building improvements.
 5. Travel (Local): Allowable costs to employees for actual automobile mileage, transportation, and all necessary and ordinary travel expenses while on official Project business within Santa Clara County.
 6. Travel (Other): Allowable costs to employees for actual automobile mileage, transportation, and all necessary and ordinary travel expenses while on official Project business outside of Santa Clara County. All out-of-state travel must be approved by VTA prior to any expenditure for such travel.
 7. Contractual Services: Eligible payments for contractual expert services of a professional, scientific, or technical nature, as well as eligible payments made to GRANTEE for performing construction work or any other services which the Project does not have the capability of performing itself. All subcontracts are subject to SECTION 24 of this AGREEMENT.
 8. Fringe Benefits: Eligible payroll-related costs of health insurance, retirement fund contributions, FICA, and other payments made on behalf of the employee.
 9. Insurance: Eligible costs of insurance and other related services.

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B. Grant Use Restrictions: GRANTEE agrees that it shall not use VTA's Grant Award to purchase capital equipment (other than office equipment described above) 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 I: APPROVED SUBCONTRACTORS

SUBCONTRACTOR NAME	POINT OF CONTACT	EMAIL ADDRESS	PHONE NUMBER	AREA OF RESPONSIBILITY