



**Measure X: Senior and Disabled Transportation Program
Grant Funding Agreement between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
[INSERT GRANTEE]**

Grantee Name: _____

Contact: _____
[Name of Contact, Address, General Office Phone, Contact Email]

Project Name: _____

Grant Number: _____

Award Amount: _____

Scope of Work: _____
[Summary of scope of work] described in **Attachment 1 – Scope of Work**

Duration: _____
[Fiscal years 2018-2020] described in **Attachment 2 -Schedule**

Expenses: _____
Funding has been approved for [summary of items included in the project budget] described in **Attachment 3- Budget**.

Grant Conditions, Terms and Requirements

1. Purpose of the Measure X: Senior and Disabled Transportation Program

On November 8, 2016, the voters of Monterey County approved Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing Transportation Agency for Monterey County (“TAMC”) AMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”). The Senior & Disabled Transportation Services Program is part of the Measure X Transportation Safety & Investment Plan. The purpose of this program is to increase transportation services for seniors and persons with disabilities to support their ability to live independently in their homes and communities. As spelled out in the policies and projects of Measure X, the goals of this program are to:

- Give seniors more transportation options
- Support independent travel by people with disabilities
- Provide safer and more reliable senior transportation services

2. Transportation Safety & Investment Plan Account

For ease of tracking and to assure full transparency, the grantee must maintain all revenues received and expenditures of these funds accounted for and tracked in its own separate account titled “Transportation Safety & Investment Plan Account.” The grantee will not comingle these funds with any other funds.

3. Eligible Expenses and Appropriate Use of Funds

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The grantee agrees to use grant funds as described in their approved budget (**Attachment 3**). No funds from this grant may be used to support any political candidate or party, any political cause or campaign, any specific set of beliefs or religious activities, or for the financial gain of any member of the funded group or any member of his or her household or family. Funds cannot be used for expenses prior to the contract award date, except for those directly related to opening the applicant's bank account (Fictitious Business Name Statement and Public Notice).

Transportation Purposes Only: Grantee shall use all Measure X funds solely for transportation purposes as defined by the authorizing ballot measure. Grantees that violates this provision must fully reimburse all misspent funds.

Matching Funds: Measure X funds can be utilized to match other grant programs.

4. Project Payments

Once funds are allocated to an approved project, the grantee has three years to expend the funds.

- Capital project expenses may be invoiced directly to TAMC and must include documentation of competitive procurement solicitation process with a minimum of 3 bids and the vendor invoice.
- Operating project expenses may be claimed in advance to cover estimated operating expenses for that quarter.

Invoiced costs are to be on a quarterly basis and must comply with Measure X Transportation Safety & Investment Plan policies. Each claim following the first claim for payment must include documentation (procurement solicitation process if applicable, receipts, vendor invoices, and progress reports) to be deemed valid. Quarterly claims must include:

- Summary of activities that includes work completed and work remaining in the next year, funds expended
- Number of seniors served
- Number of people with disabilities served
- Description of the communities served
- Pictures of events or activities

The TAMC Measure X Senior and Disabled Transportation Program Project Manager, Finance Officer, and Executive Director will review and recommend approval or rejection of the claims.

5. Unspent Funds

Any grant funds, and any income earned on those funds, that are not spent or committed for the purposes of the grant must be returned to TAMC at the end of the grant term. The TAMC Measure X Senior and Disabled Transportation Program Project Manager may grant a three-month extension upon written request. Checks not cashed within 90 days from the date issued will be cancelled.

6. Public Outreach and Media Releases

The grantee must use the Measure X logo when promoting projects, programs or services funded by this Measure X program and acknowledge the Measure X program in news releases, so Monterey County taxpayers are informed as to how grantee is using Measure X funds.

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The grantee shall provide current and accurate information on grantee's website, to inform the public about how grantee is using Measure X funds. The grantee shall actively participate in TAMC's public awareness program, developed in collaboration with TAMC, as a means of ensuring that the public has access to the ability to know which projects and programs are funded through Measure X funds.

7. Annual Reports

An annual report consisting of the following will be submitted to TAMC no later than **December 31** of each year:

- Summary of activities that includes work completed and work remaining in the next year, funds expended
- Number of seniors served
- Number of people with disabilities served
- Description of the communities served
- Pictures of events or activities

8. Verification and Compliance

Awarded applicants will certify in an annual verification submitted to TAMC that these transportation funds were used for eligible expenses. The grantee shall upon reasonable notice and within a reasonable time make its administrative officer or designated staff available to render a report or answer any and all inquiries in regard to the grantee's receipt, usage, and/or compliance audit findings regarding Measure X funds before the TAMC Board and/or the Measure X Citizens Oversight Committee, as applicable.

The grantee agrees that TAMC may review and/or evaluate all project(s) or program(s) funded by Measure X. This may include visits by representatives, agents or nominees of TAMC to observe GRANTEE's project or program operations, to review project or program data and financial records, and to discuss the project with the grantee's staff or governing board.

9. Recordkeeping and Audits

Grantee must maintain records of income and of each expenditure and make its procurement documents from purchases and financial records of income, expenses, and balance available to TAMC, and as attachments to required reports. Grantee agrees to provide any such records within two weeks from the time it was requested.

TAMC reserves the right to audit organizations that are awarded funding under its project.

10. Indemnity

Grantee releases TAMC from all liability with respect to this grant and agrees to defend, indemnify, and hold harmless TAMC, its officers, agents, and employees, form and against any and all claims, losses, costs, damages, injuries, expenses and liabilities of every kind, nature and description that arise out of the Grantee's (including its members, volunteers, participants, etc.) administration of this grant or in connection with the program or activities supported by this grant.

11. Insurance

Without limiting grantee's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability (check if applicable):

Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.

Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

12. Dispute Resolution Process

- A) Pending resolution, pursuant to the terms set forth below, of any dispute or claim arising out of or in relation to this agreement, TAMC may withhold future Measure X payments to Grantee under this Agreement.
- B) The Parties will attempt, in good faith, to resolve any dispute or claim arising out of or in relation to this agreement through an in-person meet and confer between Party designees authorized to settle the relevant dispute. Such meet and confer shall occur within thirty (30) days from the date on which either Party served written notice on the other regarding the dispute. Should the Parties be unsuccessful in resolving the dispute, the following provisions shall apply:
- C) TAMC and grantee shall mediate any dispute or claim not resolved through the in-person meet and confer provided for in 12(B) above, before a mutually agreed upon third party neutral. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Salinas, CA unless another location is mutually agreed upon. The parties shall be obligated to submit to at least one seven hour mediation session, unless they mutually agree to continue their participation beyond seven hours.
- D) Resumption of funding distribution to the Grantee can occur at any time during the life of Measure X but shall only occur after full repayment of any unauthorized expenditure(s) of Measure X funds, and confirmation by TAMC of Grantee's compliance with each of the conditions in this agreement. Repayment of unauthorized expenditures may not be made by future Measure X funds.

Attachment 1 – Scope of Work **Sample**

Task #	Task	Deliverable
1	Project Management	
1.1	Project Kickoff meeting	Meeting agenda and meeting minutes
1.2	Project monitoring	Monthly monitoring report
2	Public Outreach	
2.1	Marketing Plan	Marketing plan
2.2	Resource Fair	Agency website, social media pages, staff time
2.3		
3	Transportation Service	
3.1	Purchase accessible van	Invoice documents
3.2	Hire Driver	hiring documents
3.3	Begin service	service schedule & service
4	Fiscal Management	
4.1	Quarterly Invoicing	Invoice documents
4.2	Annual Reports	Annual Report

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Attachment 2 – Schedule Sample

Task #	Task	Deliverable	Time
1	Project Management		July 2018 – July 2020
1.1	Project Kickoff meeting	Meeting agenda and meeting minutes	July 2018
1.2	Project monitoring	Monthly monitoring report	July 2018 – July 2020
2	Public Outreach		January 2019-June 2019
2.1	Marketing Plan	Marketing plan	August 2018 – December 2018
2.2	Resource Fair	Agency website, social media pages, staff time	December 2018 – January 2019
2.3			
3	Transportation Service		January 2019 – July 2020
3.1	Purchase accessible van	Invoice documents	December 2018
3.2	Hire Driver	hiring documents	November 2018
3.3	Begin service	service schedule & service	January 2019
4	Fiscal Management		July 2018 – July 2020
4.1	Quarterly Invoicing	Invoice documents	January 1 – March 31, April 1 – June 30, July 1 – September 20, October 1 – December 31.
4.2	Annual Reports	Annual Report	December 31 annually

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Attachment 3 – Budget Sample

Income	Measure X	Other Proposals	Committed Funds	Program Revenue	TOTAL	Actual (Leave this column blank until the final grant report)
Measure X	\$25,000				\$25,000	
Foundation A		\$35,000			\$35,000	
Foundation B			\$17,000		\$17,000	
State Grant		\$2,500			\$2,500	
Annual fundraising event				\$10,000	\$10,000	
Individual donations			\$4,500	\$1,000	\$5,500	
	\$25,000	\$37,500	\$21,500	\$11,000	\$95,000	

Expenses	Measure X	Other Proposals	Committed Funds	Program Revenue	TOTAL	Actual (Leave this column blank until the final grant report)
Salary Program Manager	\$15,000		\$9,000		\$24,000	
Salary Part-time staff 1			\$2,500		\$2,500	
Salary Part-time staff 2		\$2,500			\$2,500	
Taxes and Benefits	\$2,000		\$1,000		\$3,000	
Professional Services (Evaluation)		\$5,000			\$5,000	
Supplies		\$3,000			\$3,000	
Travel		\$3,000		\$5,000	\$8,000	
Publications/Postage		\$4,000			\$4,000	
Rent and Utilities				\$5,000	\$5,000	
Staff training	\$3,000	\$20,000	\$9,000		\$32,000	
Equipment	\$5,000			\$1,000	\$6,000	
	\$25,000	\$37,500	\$21,500	\$11,000	\$95,000	

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In Witness Whereof, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

Enter Name (GRANTEE)
Address
Phone:
Fax:

Transportation Agency for
Monterey County (TAMC)
55-B Plaza Circle
Salinas, CA 93901
Phone: (831)775-0903
Fax: (831)775-0897

By: _____
Name Date
Title

By: _____
Debra L. Hale Date
Executive Director

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Name

Date

By: _____
TAMC Counsel

Date