

**PILOT CALL FOR PROJECTS
TRANSPAC MEASURE J LINE 20A FUNDS**

APPLICANT	TYPE OF SERVICE	AMOUNT REQUESTED	EST. NUMBER SERVED IN CENTRAL CCC MONTHLY	EST. NUMBER OF MONTHLY TRIPS
Caring Hands Volunteer Caregivers Program Linda Groobin, Program Mgr. 2855 Mitchell Drive Walnut Creek, Ca 94583 (925) 952-2999 linda.groobin@johnmuirhealth.com	Free transportation to seniors aged 60+ who live independently	\$50,000	225	411
Golden Rain Foundation Glenn Mix, Fleet Manager 800 Rockview Drive Walnut Creek, CA 94595 (925) 988-7672 gmix@rossmoor.com	Bus service from Rossmoor to downtown Walnut Creek service area	\$62,883	9,436	10,000 (?)
Golden Rain Foundation Glenn Mix, Fleet Manager 800 Rockview Drive Walnut Creek, CA 94595 (925) 988-7672 gmix@rossmoor.com	Travel Training - a transportation information and training service focusing on educating residents and new riders in service types offered	\$62,400	9,436	10,000 (?)
Rehabilitation Services of Northern California Debbie Toth, CEO 490 Golf Club Road Pleasant Hill, CA 94523 (925) 682-6330 x133 dtoth@rsnc-centers.org	Provides paratransit door-through-door services for frail, very low-income seniors and adults with disabilities to the Mt. Diablo Center Adult Day Health Care Program and to shopping destinations in Central County	\$42,560	56	347

**PILOT CALL FOR PROJECTS
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Senior Helpline Services Elaine L. Welch, RN, MBA 1035A Carol Lane Lafayette, CA 94549 (925) 284-6699 elaine@seniorhelpline.net	Rides for Seniors is a free one-on-one, door-through-door, escorted rides program provided for seniors aged 60+	\$94,500	30 currently; expect 80+ for FY 12-13	120-140
Senior Helpline Services Elaine L. Welch, RN, MBA 1035A Carol Lane Lafayette, CA 94549 (925) 284-6699 elaine@seniorhelpline.net	Transportation Information & Referrals is a mobility management service which provides information to seniors regarding types of transportation services available in Contra Costa County	\$16,500	0 currently; estimated 100s	100s
City of Walnut Creek Kevin Safine, Asst. Dir. Of Arts, Recreation and Community 1666 North Main Street Walnut Creek, Ca 94596 (925)943-5848 safine@walnut-creek.org	Senior Mini Bus program transports members of WC Seniors Club to and from medical appointments, grocery store and errands, and to the Civic Park Community Center	\$39,000	2,200	250
*City of Martinez Tim Tucker, City Engineer 525 Henrietta Street Martinez, CA 94553 (925) 372-3562 ttucker@cityofmartinez.org	Ride service for seniors to doctor visits, CC Cate, Market and other destinations in and near Martinez	\$68,000	400	100-150
TOTAL REQUESTED				\$435,843

*City of Martinez application was received on May 31, 2012, at 3:05 pm

**TAC RECOMMENDATION 6/28/12
TRANSPAC MEASURE J LINE 20A FUNDS**

	APPLICANT	AMOUNT REQUESTED	TAC RECOMMENDATION
1	Caring Hands Volunteer Caregivers Program - service	\$50,000	\$50,000
2	Golden Rain Foundation - service	\$62,883	\$62,883
3	Golden Rain Foundation - travel training	\$62,400	\$0
4	Rehabilitation Services of Northern California -service	\$42,560	\$42,560
5	Senior Helpline Services-service	\$94,500	\$94,500
6	Senior Helpline Services- info & referral	\$16,500	\$0
7	City of Walnut Creek - service	\$39,000	\$39,000
8	City of Martinez -service development	\$68,000	\$68,000
	TOTAL REQUESTED	\$435,843	\$356,943
	DIFFERENTIAL (+/-)	\$147,843	\$68,943
	TOTAL AVAILABLE	\$288,000	
Trans Line 20a TAC recommendation 6 28 12			

Pilot Call for Projects
TRANSPAC Measure J Line 20a Funds
Additional Transportation Services for Seniors and People with Disabilities

1. TRANSPAC, the Regional Transportation Planning Committee for Central Contra Costa is issuing a pilot Call for Projects for Line 20a funds "Additional Transportation Services for Seniors & People with Disabilities" funded through the Measure J Transportation Sales Tax Expenditure Plan approved by Contra Costa voters in 2004. This Call for Projects is intended to address current needs while TRANSPAC develops a formal policy to govern the allocation of these Measure J funds for future years. This policy is anticipated to be adopted by TRANSPAC within 12 months.

2. Funds will be used in support of transportation services and related capital expenditures for seniors and people with disabilities provided by TRANSPAC jurisdictions, public and private non-profit agencies operating in the TRANSPAC area (map attached).

3. According to Measure J, in years when revenues have declined from the previous year, funds may be used for supplemental, existing, additional or modified service for seniors and people with disabilities; in years where funding allows for growth in service levels, these funds would be used for service enhancements for seniors and people with disabilities and if funding levels are restored to 2008 levels, these funds shall be used to enhance services for seniors and people with disabilities. TRANSPAC will determine if the use of funds proposed by operators meets these guidelines for the allocation of these funds.

4. Eligible Applicants: TRANSPAC jurisdictions, public non-profit and private non-profit transportation service agencies, duly designated by the State of California and operating in TRANSPAC area in Central Contra Costa may submit application(s) for operating funds for transportation services and/or capital funding projects necessary to continue and/or support existing services for twelve (12) months. Transportation services and projects must directly benefit seniors and disabled residents of Central Contra Costa (Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and Unincorporated Central Contra Costa County). Please see attached map.

5. Funding Available: The total funding available in this Call for Projects is \$288,000. No matching funds are required.

6. Applications: Applicants are required to complete the attached application form and may attach additional information in support of the application. The TRANSPAC TAC and Contra Costa Transportation Authority (CCTA) staff will evaluate applications and make recommendations to TRANSPAC for review. TRANSPAC will make funding recommendations to CCTA and request allocation action(s).

a. Applications should be mailed or hand delivered to: Marilyn Carter, TRANSPAC, 2300 Contra Costa Boulevard, Ste. 360, Pleasant Hill, CA 94523. Applications must be received by 4:00 pm on May 30, 2012.

b. An electronic copy of the application is available by email. Please contact Marilyn Carter at mcarter@511contracosta.org for the electronic version. Submit two electronic copies of the application: one in Word format and one in a PDF format to: mcarter@511contracosta.org.

c. Faxed applications and late applications will not be accepted.

7. Contra Costa Transportation Authority Allocation Process

Execution of a Cooperative Funding Agreement: Successful applicants will be required to execute a Cooperative Funding Agreement with the CCTA and comply with all of its requirements, including, but not limited to, audits, compliance with the Measure J Expenditure Plan as it pertains to the project, insurance, indemnification, and reporting. A sample Cooperative Agreement is attached to this application.

8. Expenditure of Funds:

a. Pursuant to CCTA policies and procedures established in the Cooperative Funding Agreement referenced above, project sponsors will be reimbursed for eligible, documented expenses pursuant to the approved program/project budget and scope, schedule and/or project description.

b. Approved funds may be expended as of the first day of the first month after the Cooperative Agreement is executed and must cease exactly one year later.

c. Reimbursement for expended funds may be sought at any time during the two years after the Cooperative Agreement is executed but not more frequently than once a month.

9. Reports to TRANSPAC and the Contra Costa Transportation Authority: Program/Project sponsors will be required to report on a quarterly basis to TRANSPAC and/or the Contra Costa Transportation Authority on the transportation services and related capital projects funded through this Call for Projects.

TRANSPAC

Transportation Partnership and Cooperation
 2300 Contra Costa Blvd., Suite 360
 Pleasant Hill, CA 94523
 (925) 969-0841

APPLICATION
 Pilot Call for Projects
 TRANSPAC Measure J Line 20a Funds
 Additional Transportation Services for
 Seniors and People with Disabilities

APPLICANT INFORMATION			
Name of Agency			
Primary Contact Name			
Street Address			
City, State, Zip			
Fax	Phone	Email Address	
SIGNATURE			
I certify that the information contained in this application is true and complete to the best of my knowledge.			
Signature of Agency Executive Officer		Date	
DESCRIPTION OF CURRENT SERVICES PROVIDED BY APPLICANT AGENCY			
Service area boundaries			
Days and hours of operation			
Number of trips provided daily and/or monthly			
Monthly trip origins and destinations by jurisdiction			
Number of persons served in Central Contra Costa (Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and Unincorporated Central Contra Costa County)			

DESCRIPTION OF TRANSPORTATION SERVICES FOR WHICH FUNDING IS SOUGHT	
Operations: Description of transportation services for which funding is sought:	
Name and type of service	
Purpose/Goal	
Description of service(s) to be provided	
Number of persons to be served	
Estimated number of monthly trips	
Description of types of destinations	
Schedule including expected initiation of service and expected duration of services to be provided	
Proposed Budget: TRANSPAC Measure J funds request and any other funds expected or planned to be used in conjunction with Line 20a Funds	
Describe the benefit of the proposed services to the public and/or the public transportation system	

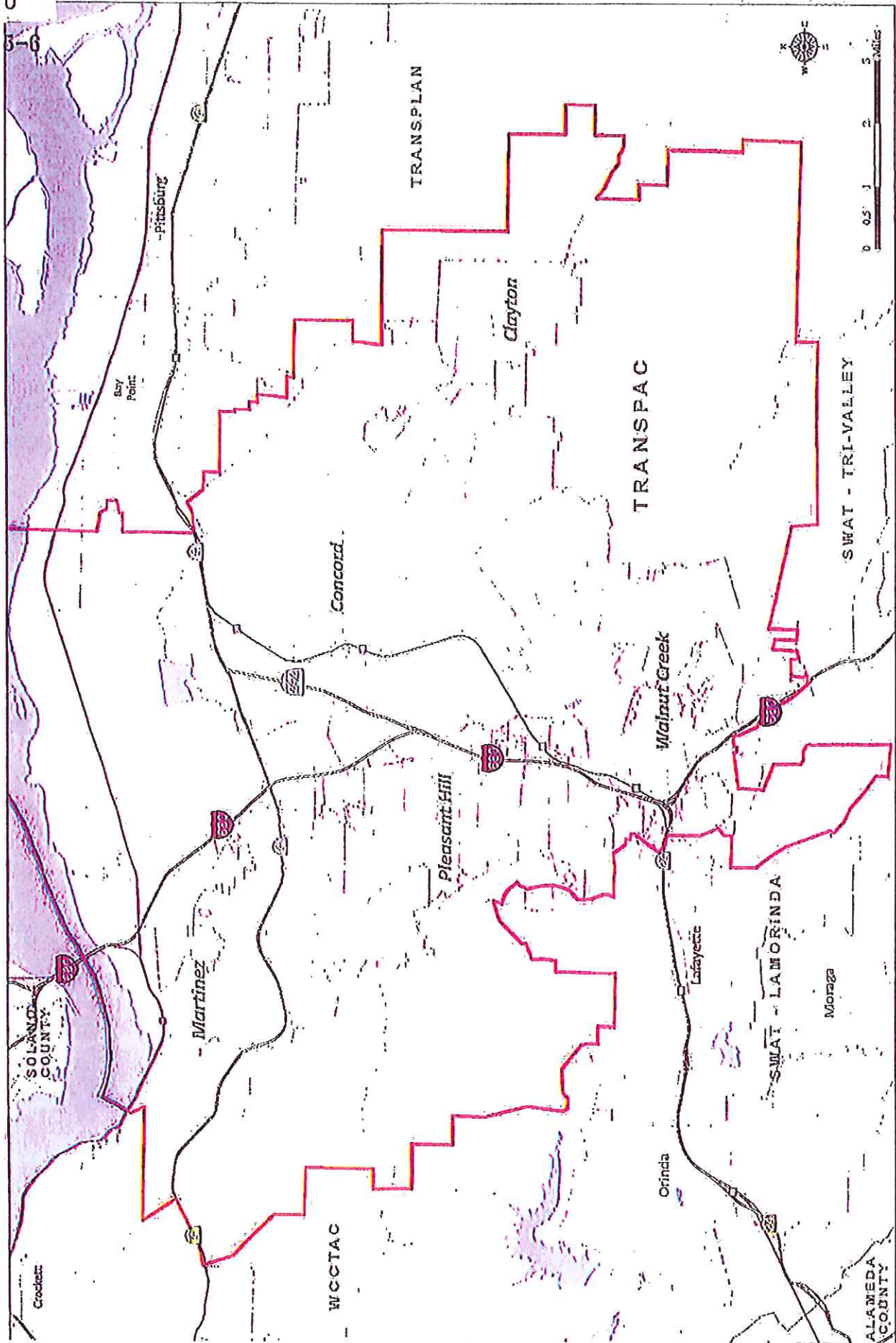
Capital Projects: Description of related capital project(s) for which funding is sought:	
Name of Project	
Purpose/Goal of Project	
Project Description: Purpose, type, location	
Project Budget: Amount requested and any other funds expected or planned to be used to fully fund the project	
Project Schedule: Project implementation including milestones, equipment and other types of acquisitions	
Describe the benefit of the proposed project to the general public and/or the public transportation system	
MAP OF SERVICE AREA	
Describe AND attach a map of your service area. Services must be provided in Central Contra Costa (Clayton, Concord, Martinez, Pleasant Hill, Walnut creek, and Unincorporated Central Contra Costa County)	

MAP OF TRANSPAC AREA

PROPOSED PROJECTS AND SERVICES

MUST BE IN THE TRANSPAC AREA

AS SHOWN ON THE ATTACHED MAP



**SUCCESSFUL APPLICANTS WILL BE REQUIRED TO EXECUTE
A COOPERATIVE AGREEMENT WITH THE
CONTRA COSTA TRANSPORTATION AUTHORITY (CCTA)**

**A SAMPLE COOPERATIVE AGREEMENT IS ATTACHED
FOR INFORMATION PURPOSES**

Master Cooperative Agreement No. XXXXXXXX

**MASTER COOPERATIVE AGREEMENT NO. XXXXXX
BETWEEN
CONTRA COSTA TRANSPORTATION AUTHORITY
AND
XXXXXXXXXXXXXXXX**

THIS MASTER COOPERATIVE AGREEMENT NO. XXXXXXXX "AGREEMENT" is made and entered into as of this 1st day of July, 2011, by and between the XXXXXXXXXX hereinafter referred to as "SPONSOR," and the CONTRA COSTA TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY." SPONSOR and AUTHORITY are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Pursuant to the Measure C Sales Tax Renewal Ordinance (#88-01 as amended by #04-02), hereinafter referred to as Measure J, the AUTHORITY is authorized to expend funds for the provision transportation programs for seniors and people with disabilities starting in 2009.

B. SPONSOR desires to implement one or more projects as described and attached to this AGREEMENT as EXHIBIT A, to enhance mobility for seniors and/or people with disabilities hereinafter referred to as "PROGRAM," eligible under the Central Contra Costa Additional Transportation Services for Seniors and People with Disabilities Program(Measure J Expenditure Plan Program 20a, as amended).

C. AUTHORITY, on (Date), approved Resolution #-#-#-G specifying PROGRAM to be funded.

NOW, THEREFORE, in consideration of the foregoing, the AUTHORITY and SPONSOR do hereby agree as follows:

SECTION I

SPONSOR AGREES:

1. Application of Funding.

For each PROGRAM approved and funded by AUTHORITY, to apply a funds received under this AGREEMENT to PROGRAM(s) in accordance with the terms and conditions specified in Funding Resolutions No. XX-XX-G; and consistent with the information contained in the Sponsor Worksheets attached to this AGREEMENT as EXHIBIT B and incorporated by this reference ("Sponsor Worksheets").

Master Cooperative Agreement No. XXXXXXXX

2. Invoices.

To provide invoices requesting reimbursement of eligible expenditures incurred in the form and detail provided in the Sponsor Worksheets along with supporting documentation as required by AUTHORITY. Invoices will be submitted monthly or bi-monthly at the discretion of SPONSOR.

3. Audit.

To maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. To allow AUTHORITY or any independent auditor selected by any of these parties, to audit all expenditures relating to each PROGRAM funded through this AGREEMENT. For the duration of each PROGRAM, and for five (5) years following completion of the PROGRAM, or earlier discharge of the AGREEMENT, SPONSOR shall make available all records relating to expenses incurred in performance of this AGREEMENT.

4. Reporting. (Reporting requirements will be defined in the actual agreement and specific to the program)

To submit to AUTHORITY and/any of its partners any quarterly, semi-annual and annual reports on each PROGRAM in the format and detail as required by AUTHORITY and specified in the FUNDING AGREEMENTS supporting PROGRAM(s), as applicable.

5. Management.

To provide overall management of PROGRAM(s) including responsibility for schedule, budget, and oversight of services performed by others and to be responsible for evaluation, selection, and management of consultants and contractors.

6. Copies.

To maintain sufficient records demonstrating SPONSOR's compliance with the terms of the Measure J Expenditure Plan and Strategic Plan, including amendments, and this AGREEMENT for a period of five (5) years from the date of this AGREEMENT and to allow the AUTHORITY and its duly authorized representatives, agents and consultants access such records and be audited. SPONSOR shall ensure that audit working papers are made available to the AUTHORITY or its designee upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the AUTHORITY.

7. Signage.

Master Cooperative Agreement No. XXXXXXXX

If PROJECT involves construction or capital acquisition, to install a sign approved by the AUTHORITY that identifies Measure J and AUTHORITY as a funding source, if applicable. If PROJECT involves the production of promotional materials, including but not limited to brochures, signage, displays, give-away items used in connection with promotional events, to include AUTHORITY's logo thereon.

8. Surplus Personal Property.

To comply with AUTHORITY's Policy on Disposition of Surplus Personal Property Acquired by a Project Sponsor or Recipient of Program Funds and No Longer Required for the Project or Program with respect to the disposal of any surplus property acquired in whole or part with Measure J Funds.

9. Compliance with Local, State and Federal Requirements

If PROGRAM requires SPONSOR to enter into a contract with a contractor and/or consultant, SPONSOR shall ensure that such contract complies with this AGREEMENT and all applicable local, state and federal requirements and shall give all notices required by law. Additionally, any contractor and/or consultant is responsible for ensuring that subcontractors, at as many tiers of PROGRAM as required, perform in accordance with the terms, conditions and specifications of such contract, including local, state and/or federal requirements. Upon request of AUTHORITY and/or SPONSOR, any contractor and/or consultant shall provide evidence of the steps it has taken to ensure its compliance with this AGREEMENT and the local, state and/or federal requirements, as well as the evidence of the subcontractor's compliance, at all tiers.

10. Insurance

SPONSOR shall maintain the following insurance in force during the entire term of this Agreement, and in the case of Commercial General Liability Insurance and Professional Liability Insurance for at least five years after the conclusion of all services provided by SPONSOR pursuant to this Agreement. Subsponsors shall be subject to the same insurance provisions as stated herein unless specified otherwise:

- a. Workers' Compensation Insurance covering SPONSOR's employees in accordance with statutory requirements of all jurisdiction(s) in which any and all Services are being performed, and Employer's Liability Insurance in the amount of \$XXXXXXXX per occurrence for injuries incurred in providing services under this Agreement.
- b. Comprehensive or Commercial General Liability Insurance

Master Cooperative Agreement No. XXXXXXXX

including contractual liability, premises and operations, personal injury, completed operations, and independent contractors liability, with limits of not less than \$XXXXXXXXXX each occurrence for bodily injury and not less than \$XXXXXXXXXX each occurrence for property damage.

SubSPONSORs providing engineering-related services under this Agreement shall be subject to the following Comprehensive or Commercial General Liability Insurance limits: not less than \$XXXXXXXXXX each occurrence for bodily injury and not less than \$XXXXXXXXXX each occurrence for property damage.

A combined single limit policy is acceptable provided the combined single limit is not less than \$XXXXXXXXXX. The policy shall contain an aggregate limit not less than \$XXXXXXXXXX. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy with terms at least as broad as the primary policy.

SubSPONSORs providing engineering-related services under this Agreement shall be subject to the following: A combined single limit policy is acceptable provided the combined single limit is not less than \$XXXXXXXXXX. The policy shall contain an aggregate limit not less than \$XXXXXXXXXX. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy with terms at least as broad as the primary policy. This policy shall conform to or include the following:

- 1) A provision or endorsement naming AUTHORITY, its officials, employees, and successors in interest as additional insureds with respect to the liability arising out of the performance of the Services by SPONSOR under this Agreement, including completed operations coverage.
- 2) Provisions that the insurance is primary insurance with respect to AUTHORITY, its officials, employees, and successors in interest. Any insurance or self-insurance maintained by AUTHORITY, its officials, employees, or successors in interest shall be excess of SPONSOR's insurance and shall not contribute with it.
- 3) A waiver of subrogation clause.
- 4) Provisions or endorsements stating that the coverage contains no special limitations on the scope of protection afforded to AUTHORITY, its officials, employees, or successors in interest.
- 5) Provisions or endorsements stating that insurance shall apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the

Master Cooperative Agreement No. XXXXXXXX

- insurer's liability.
- 6) Coverage for use of watercraft, where appropriate.
- c. Automobile Liability Insurance covering owned, non-owned, uninsured motorists, leased and hired vehicles with limits not less than \$XXXXXXXX each person and \$XXXXXXXX each occurrence for bodily injury, and \$XXXXXXXX each occurrence for property damage. A combined single limit of not less than \$XXXXXXXX will meet this requirement. AUTHORITY shall be added by SPONSOR as an additional insured on this policy. SPONSOR'S insurance policy shall be primary insurance with respect to the AUTHORITY and its employees, agents, officers and directors and any insurance maintained by AUTHORITY shall be excess of SPONSOR'S insurance.
- d. Professional Liability Insurance (covering errors and omissions), with limits not less than \$XXXXXXXX per claim and a deductible not to exceed \$XXXXXX, and a retroactive date no later than the beginning date of this Agreement as shown on Page 1 of this Agreement.
- SubSPONSORS providing professional services under this Agreement shall be added to SPONSOR's policy as additional insureds, or shall provide evidence of their own professional liability insurance which is acceptable to AUTHORITY's Executive Director.
- SubSPONSORS providing engineering-related services under this Agreement shall be subject to the following Professional Liability Insurance limits: not less than \$XXXXXXXX per claim and a deductible not to exceed \$XXXXXX, and a retroactive date no later than the beginning date of this Agreement as shown on Page 1 of this Agreement.

All policies shall be issued by insurance companies which are licensed carriers in the State of California and maintain a Secure Best's rating of "A-" or higher unless otherwise approved by AUTHORITY.

Prior to commencing Services under this Agreement, SPONSOR shall furnish to AUTHORITY a copy of each policy of insurance required by this Agreement. Such policies shall provide that not less than thirty (30) calendar days advance notice in writing will be given to AUTHORITY prior to cancellation, termination, or material alteration of said policies of insurance, except 10 calendar days in the event of non-payment of premium.

The requirements contained herein as to types and limits of insurance to be maintained by SPONSOR are not intended to and shall not in any manner limit

Master Cooperative Agreement No. XXXXXXXX

or qualify the liabilities and obligations assumed by SPONSOR under this Agreement.

SECTION II

AUTHORITY AGREES:

1. Reimbursement

Consistent with the procedures specified in Section I, paragraph 2 above, to reimburse SPONSOR for eligible expenses incurred in conducting the PROGRAM within 45 days of receipt of invoice, up to the amounts stated in SECTION III, Paragraph 14 of this AGREEMENT.

2. Notice of Audit

To provide timely notice if an audit is to be conducted.

3. Compliance with Requirements Applicable to Program Manager

If PROGRAM involves TFCA funds, to comply with requirements of the FUNDING AGREEMENT applicable to Program Manager.

SECTION III

IT IS MUTUALLY AGREED:

1. Term

Qualified expenditures for PROGRAM(S) approved under this AGREEMENT shall be eligible for reimbursement when incurred on or after (DATE).

Funding under this AGREEMENT expires (DATE), hereinafter referred to as Termination Date. Termination Date may be extended if so requested in writing by SPONSOR and approved in writing by AUTHORITY. Funds are expected to be expended by the Termination Date applicable to the expenditure of TFCA funds, as provided above.

This AGREEMENT will remain in effect until discharged or otherwise terminated as provided above or in Paragraph 2 below. Section 1 paragraphs 3 and 6 and Section III paragraph 3 shall survive termination of the Agreement.

2. Discharge

Master Cooperative Agreement No. XXXXXXXX

This AGREEMENT shall be subject to discharge as follows:

a. Either party may terminate this AGREEMENT at any time for cause pursuant to a power created by the AGREEMENT or by law, otherwise than for breach, by giving written notice of termination to the other party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Payment shall be made by the AUTHORITY for all services rendered by SPONSOR to the PROGRAM(s) pursuant to this AGREEMENT up to the time of termination, subject to any expenditure limits applicable to this AGREEMENT.

b. This AGREEMENT may be canceled by a party for breach of any obligation, covenant, or condition hereof by the other party, upon written notice to the breaching party. With respect to any breach that is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. Upon cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of Paragraph 2a, except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.

c. By mutual consent of both parties, this AGREEMENT may be terminated in writing at any time.

d. Either party may terminate this AGREEMENT without cause upon giving the other party thirty (30) days notice.

3. Indemnity

It is understood and agreed that neither AUTHORITY, nor any officer, employee, agent or contractor thereof, shall be responsible for, and SPONSOR shall indemnify and hold AUTHORITY and its officers, employees, agents and contractors harmless from, any damage or liability occurring by reason of anything done or omitted to be done by SPONSOR, its officers, employees, consultants or contractors, under or in connection with the services, authority or jurisdiction of SPONSOR or delegated to SPONSOR under this AGREEMENT. Without limiting the generality of the foregoing, it is further specifically understood and agreed that, pursuant to California Government Code Section 895.4, SPONSOR shall fully indemnify and hold AUTHORITY and its officers, employees, agents and contractors harmless from any liability or damages imposed for injury as defined by California Government Code Section 810.8 occurring by reason of anything done or omitted to be done by SPONSOR, its officers, employees, agents or contractors under this AGREEMENT or in connection with any services, authority or jurisdiction of SPONSOR or delegated to SPONSOR under this AGREEMENT.

Master Cooperative Agreement No. XXXXXXXX

5. Notices

Any notice which may be required under this AGREEMENT shall be in writing, effective when received, and given by personal service, certified or registered mail (return receipt requested), or courier service to the addresses set forth below, or to such addresses which may be specified in writing by the parties hereto.

Notices to SPONSOR:

Notices to AUTHORITY:

Peter Engel
 Program Manager
 Contra Costa Transportation Authority
 2999 Oak Road, Suite 100
 Walnut Creek, CA 94597

With a copy to:

By executing this AGREEMENT, each of the parties acknowledges and agrees that the persons identified above, or any other person designated by either party to AGREEMENT by notice to the other party, is authorized to execute documents and to bind the party with respect to this AGREEMENT.

6. Additional Acts and Documents

Each party agrees to do all such things and take all such actions and to make, execute, and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent, and purpose of the AGREEMENT.

7. Counterparts

This Agreement may be signed in counterparts, each of which shall constitute an original.

8. Amendment

SPONSOR may, at any time, request an amendment to the work scope or budget of any PROGRAM funded under this AGREEMENT with Measure J by submitting a revised EXHIBIT D, indicating the proposed amendment in redline/strikeout format, together with a signed transmittal letter indicating the reason for the proposed change. Submittal of these documents shall be construed as SPONSOR's consent to amend this AGREEMENT as specified. AUTHORITY will evaluate SPONSOR's request on the basis of consistency with applicable policies and, if approved, will convey notice of approval to SPONSOR in writing. Upon approval by AUTHORITY, this AGREEMENT will be considered amended per SPONSOR's request.

Master Cooperative Agreement No. XXXXXXXX

This AGREEMENT may otherwise be amended by written amendment executed by the parties and shall not be changed, modified, or rescinded except as provided herein. Any attempt at oral modification of this AGREEMENT shall be void and of no effect.

9. Independent Agency

SPONSOR renders its services under this AGREEMENT as an independent agency. None of the SPONSOR's agents or employees shall be agents or employees of AUTHORITY.

10. Assignment

This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

11. Binding on Successors

This AGREEMENT shall be binding upon the successor(s), assignee(s), or transferee(s) of AUTHORITY or SPONSOR(s) as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.

12. Severability

Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect, provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

13. Limitation

All obligations of AUTHORITY under the terms of this AGREEMENT with respect to Measure J funds are expressly subject to AUTHORITY's continued authorization to collect and expend the sales tax proceeds provided by Measure J. If for any reason AUTHORITY's right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, AUTHORITY shall promptly notify SPONSOR, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by mutual consent, provided that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of AUTHORITY to expend sales tax proceeds

Master Cooperative Agreement No. XXXXXXXX

for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of AUTHORITY under all outstanding contracts, agreements and other obligations of AUTHORITY, of funds for such purposes.

14. Total Cost

The total cost of this Agreement is \$XXXXXXXX from Resolution No. XX-XX-G, and will not exceed that amount unless amended in writing by all parties.

15. Attorney's Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

16. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. Integration

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year above written.

**CONTRA COSTA
TRANSPORTATION AUTHORITY**

SPONSOR

By: _____
Date

By: _____
Date

ATTEST:

ATTEST:

By: _____

By: _____
Date

Master Cooperative Agreement No. XXXXXXXX

APPROVED as to legal form:

Best, Best and Krieger

By: _____
Malathy Subramanian

APPROVED as to legal form:

By: _____
Date

EXHIBIT A

Program Description