

**MASTER COOPERATIVE AGREEMENT NO. 43.00.122
BETWEEN
CONTRA COSTA TRANSPORTATION AUTHORITY
AND
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE**

THIS MASTER COOPERATIVE AGREEMENT NO. 43.00.122 (“AGREEMENT”) is made and entered into as of this 19th day of February 2025, by and between the WEST CONTRA COSTA ADVISORY COMMITTEE, 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 of transportation programs for seniors and people with disabilities.

B. SPONSOR desires to implement one or more programs, to enhance mobility, hereinafter referred to as “PROGRAM,” eligible under the Contra Costa Measure J Transportation Expenditure Plan from the following Expenditure Plan Program lines:

- Subregional Program 20b – West County Subregional Additional Transportation Services for Seniors and People with Disabilities
- Subregional Program 21b – West County Subregional Safe Transportation for Children

C. The SPONSOR seeks a commitment from the AUTHORITY for Measure J funds for the purpose of providing services and programs as described in the Measure J expenditure plan programs listed in paragraph B above.

D. The SPONSOR understands that the AUTHORITY shall only provide such commitment described in paragraph C above after a request for allocation to SPONSOR is made by the SPONSOR through formal action at a regular meeting of the SPONSOR’s Board. Such request shall be made in writing from SPONSOR to the Authority.

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 the PROGRAM approved and funded by the AUTHORITY, to apply the funds received under this AGREEMENT to PROGRAM in accordance with the terms and conditions specified in funding resolutions; and consistent with the information

contained in the funding resolution attached to this AGREEMENT as EXHIBIT A and incorporated herein by this reference (“Funding Resolution”). The specific PROGRAM to be implemented by the SPONSOR is identified in the Funding Resolution.

2. Invoices.

To provide invoices requesting reimbursement of eligible expenditures incurred in the form and detail sufficient to show delivery of the program described in the Funding Resolution along with supporting documentation as required by AUTHORITY. Invoices will be submitted monthly or at least once every year at the discretion of SPONSOR.

3. Record Keeping and Audits.

- a. 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 termination of the AGREEMENT, SPONSOR shall make available all records relating to expenses incurred in performance of this AGREEMENT upon request by AUTHORITY.
- b. To maintain sufficient records demonstrating SPONSOR’s compliance with the terms of the Measure J Expenditure Plan, including amendments, and the Measure J Strategic Plan, as periodically updated, 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 to 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.

4. Reporting.

To submit to AUTHORITY and any of its partners annual reports on each PROGRAM in the format and detail as required by AUTHORITY, including reimbursement reconciliation and other relevant data or measure.

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. Signage.

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

7. 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.

8. 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.

9. 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. SPONSOR's contractors and consultants 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 \$1,000,000 per occurrence for injuries incurred in providing services under this AGREEMENT. This policy shall include a waiver of subrogation stating that the insurer waives all rights of subrogation against the AUTHORITY, its officials, employees, or successors in interest.

- b. Comprehensive or Commercial General Liability Insurance including contractual liability, premises and operations, personal injury, completed operations, and independent contractors liability, with limits of not less than \$1,000,000 each occurrence for bodily injury and not less than \$1,000,000 each occurrence for property damage. (Aggregate is \$3,000,000 bodily injury and property damage)

A combined single limit policy is acceptable provided the combined single limit is not less than \$1,000,000. The policy shall contain an aggregate limit not less than \$3,000,000. 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.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

- c. Automobile Liability Insurance covering owned, non-owned, uninsured motorists, leased and hired vehicles with limits not less than \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence for property damage. A combined single limit of not less than \$1,000,000 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 \$1,000,000 per claim and a deductible not to exceed \$2,000,000 Aggregate, and a retroactive date no later than the commencement date of this AGREEMENT as first shown above.

SPONSOR's subcontractors and subconsultants 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.

The policy or policies of insurance required by Section 10.b Comprehensive or General Commercial General Liability Insurance and 10.c Automobile Liability Insurance 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) 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.

4) 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 insurer's liability.

5) Provisions or endorsements providing a waiver of subrogation in favor of AUTHORITY, its officials, employees, or successors in interest or shall specifically allow SPONSOR to waive their right of recovery prior to a loss. SPONSOR hereby waives its own right of recovery against AUTHORITY.

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 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 on and after July 1, 2024 in conducting the PROGRAM within 45 days of receipt of invoice, up to the amounts stated in Exhibit A of this AGREEMENT.

2. Notice of Audit

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

SECTION III

IT IS MUTUALLY AGREED:

1. Term and Discharge of AGREEMENT.

a. This AGREEMENT is effective as of February 19, 2025 and will remain in effect until discharged as provided below. Under this AGREEMENT no expenditures prior to the effective date are eligible for reimbursement.

b. This AGREEMENT shall be subject to termination as follows:

(i) Either party may terminate this AGREEMENT at any time for cause pursuant to a power created by the AGREEMENT, or by law, other than for breach, by giving written notice of termination to the other party which shall specify both the cause and the effect of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Except as provided in Section III, paragraph 14 below, on termination all obligations which are still executory on both sides are discharged, but any right based on prior breach or performance survives.

(ii) This AGREEMENT may be canceled or terminated by a party for breach of any obligation, covenant or condition hereof by the other party upon notice to the breaching party. Except as provided in Paragraph 5 below, with respect to any breach which 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. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of (i) above, except that the canceling or terminating party also retains any remedy for breach of the whole contract or any unperformed balance.

(iii) By mutual consent of the parties, this AGREEMENT may be terminated at any time.

(iv) Except as to any rights or obligations which survive termination, as provided herein, this AGREEMENT shall be terminated, and the parties shall have no further obligation to each other upon the disbursement of the amount set forth in Section II, paragraph 2 above.

c. In the event that SPONSOR ceases operation, upon termination of

operation, any unexpended Measure J funding will be promptly reimbursed to the AUTHORITY.

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.

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:

John Nemeth
Executive Director
West Contra Costa Transportation
Advisory Committee
6333 Potrero Ave, Suite 100
El Cerrito, CA 94534
jnemeth@wcctac.org

Notices to AUTHORITY:

Brian Kelleher
Chief Financial Officer
Contra Costa Transportation
Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
bkelleher@ccta.net

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 A, 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.

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 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. Scope of Work

The Scope of work or description of the PROGRAM is incorporated into the funding resolution attached as Exhibit A. Work performed must be consistent with the program described to be eligible for reimbursement, which such consistency determination shall be made in AUTHORITY's sole discretion. Any amendments to the PROGRAM as described require written approval from SPONSOR and the AUTHORITY.

15. Attorney's Fees

The parties agree to select a mediator to assist in resolving conflict. The parties will share in the cost of the mediator. By participating in mediation, the parties do not waive any judicial remedies that may be available.

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 party 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 SPONSOR
AUTHORITY**

By: _____
Newell Arnerich Date
Chair

By: _____
Cameron Sasai Date
Board Chair

ATTEST:

By: _____
Tarienne Grover Date
Clerk of the Board

APPROVED as to legal form:

By: _____
Fennemore LLP Date
General Counsel

By: _____
Kris Kokotaylo Date
General Counsel