

DRAFT AGREEMENT

Joint Agreement for On-Call Administrative and Program Support Services

Tuolumne County Transportation Council and Tuolumne County Transit Agency

Consultant	[LEGAL NAME]
Effective date	[DATE]
Initial term	Four years from the Effective Date
Extension	Up to two additional years by written amendment
Estimated annual utilization	\$100,000; planning estimate only, not a guarantee

Review status: This draft is intended for procurement, Risk Management, and legal review before approval and execution.

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This Joint Agreement for On-Call Administrative and Program Support Services (Agreement) is made and entered into as of [EFFECTIVE DATE] by and among the Tuolumne County Transportation Council (TCTC), a California joint powers authority; the Tuolumne County Transit Agency (TCTA), a California joint powers authority; and [LEGAL NAME OF CONSULTANT], a [STATE AND TYPE OF ENTITY] authorized to do business in California (Consultant). TCTC and TCTA are referred to individually as an Agency and collectively as the Agencies.

1. Recitals

1.1 Agency Responsibilities. TCTC serves as the Regional Transportation Planning Agency for Tuolumne County. TCTA is the joint powers authority responsible for Tuolumne County Transit. The Agencies are separate legal entities that share staff and administrative resources.

1.2 Need for Services. The Agencies require flexible administrative and program support to supplement staff capacity, maintain required work and compliance commitments, support governing boards and programs, and strengthen staff knowledge and organizational continuity.

1.3 Consultant Qualifications. Consultant submitted a Statement of Qualifications in response to the Agencies' Request for Qualifications and represents that it has the experience, personnel, capacity, and independent business organization necessary to perform the authorized services.

1.4 Intent. The parties intend to establish a nonexclusive master agreement under which specific services may be authorized by written Task Orders. The foregoing recitals are incorporated into this Agreement.

2. Agreement Documents and Order of Precedence

2.1 Agreement Documents. The complete Agreement consists of this document and the following incorporated documents: (a) Exhibit A, Illustrative Scope of Services; (b) Exhibit B, Compensation and Rate Schedule; (c) Exhibit C, Insurance Requirements; (d) Exhibit D, Task Order Form; (e) Exhibit E, Funding-Source Requirements, when activated by a Task Order; (f) the Request for Qualifications and addenda; and (g) Consultant's accepted Statement of Qualifications, excluding any terms inconsistent with this Agreement.

2.2 Order of Precedence. In the event of a conflict, the documents control in the following order: a written amendment signed by all required parties; this Agreement; an executed Task Order, but only as to its authorized scope, schedule, budget, and assignment-specific requirements; the exhibits; the RFQ and addenda; and Consultant's Statement of Qualifications. A Task Order may not amend the general legal terms of this Agreement unless it expressly identifies the provision being amended and is executed with the authority required for an amendment.

3. Nature and Scope of Agreement

3.1 Master Agreement. This is a nonexclusive master professional services agreement. Consultant will provide only the services authorized by an executed Task Order and written Notice to Proceed.

3.2 Illustrative Scope. Exhibit A describes services that may be requested but is not a guarantee, commitment, or complete list. The Agencies may authorize other related administrative or program-support services consistent with the purpose and scope boundary of this Agreement.

3.3 No Guaranteed Work. The Agencies make no representation or guarantee regarding any minimum number, value, frequency, duration, or type of Task Orders. The estimated annual utilization of approximately \$100,000 is a planning estimate only and may increase or decrease based on available funding, staffing, and Agency needs.

3.4 Nonexclusive. The Agencies may perform services with their own personnel or obtain services from other consultants or contractors at any time.

3.5 Separate Agency Obligations. Each Agency is responsible only for payment and performance obligations attributable to Task Orders it authorizes. Neither Agency guarantees or assumes the obligations of the other. A Task Order benefiting both Agencies must state the allocation method or identify the shares payable by each Agency.

4. Task Orders and Notice to Proceed

4.1 Required Contents. Each Task Order will identify the benefiting Agency or Agencies; scope; deliverables; assumptions; schedule; responsible personnel; meeting or availability requirements; funding source and OWP work element or transit program, when applicable; rates; reimbursable expenses; not-to-exceed amount; invoicing instructions; and any funding-source-specific requirements.

4.2 Authorization. A Task Order must be signed by the Executive Director or authorized designee and Consultant's authorized representative. Consultant may begin work only after receiving a written Notice to Proceed. Work performed without authorization is at Consultant's sole risk and expense.

4.3 Ceiling Price. Each Task Order is a ceiling price that Consultant exceeds at its own risk. Consultant must monitor expenditures and provide written notice before costs reach 80 percent of the Task Order amount or whenever Consultant anticipates that the authorized amount or schedule may be insufficient. No additional compensation is due unless the Task Order is amended in writing before the additional work is performed.

4.4 Changes. Changes to scope, schedule, personnel, funding allocation, or budget must be documented in a written Task Order amendment. Informal requests, meetings, emails, draft reviews, or course-of-performance conduct do not authorize additional compensation.

4.5 Closeout. At completion or termination of a Task Order, Consultant will provide all required deliverables, editable source files, supporting records, status information, and other closeout documentation requested by the Agencies.

5. Term

5.1 Initial Term. This Agreement begins on the Effective Date and continues for four years unless earlier terminated.

5.2 Extension. During the fourth year, the parties may extend the Agreement for one or more periods totaling no more than two additional years by a written amendment approved and executed by the Agencies and Consultant.

5.3 Task Orders at Expiration. No new Task Order may be issued after expiration. An uncompleted Task Order does not extend the Agreement unless the Task Order or a written amendment expressly provides for completion after expiration. Provisions that by their nature should survive remain effective.

6. Administration and Authority

6.1 Agency Administrator. The Executive Director, or a written designee, will administer this Agreement for both Agencies and may issue directions consistent with an authorized Task Order.

6.2 Authority. The Executive Director may execute Task Orders, administrative documents, and amendments only within the authority granted by the governing boards, adopted budgets, procurement requirements, and applicable law. Consultant is responsible for confirming that any person purporting to authorize additional work has authority to do so.

6.3 No Authority to Bind. Consultant is not an officer, employee, agent, representative, or decision-maker of either Agency and may not bind an Agency, commit funds, make policy decisions, provide legal advice, certify Agency records, or exercise authority reserved to Agency staff or governing boards.

7. Personnel and Subconsultants

7.1 Key Personnel. Consultant will assign the contract manager and key personnel identified in its Statement of Qualifications or Task Order. Consultant may not replace key personnel without prior written notice and Agency approval, which will not be unreasonably withheld when the replacement has comparable or superior qualifications.

7.2 Qualified Staff. Consultant will provide sufficient, qualified personnel and backup capacity to meet authorized schedules and maintain continuity. The Agencies may require removal of personnel for reasonable cause, including inadequate performance, misconduct, breach of confidentiality, or an actual or apparent conflict of interest.

7.3 Subconsultants. Consultant may not subcontract material services without prior written approval. Consultant remains fully responsible for all subconsultant acts, omissions, compensation, insurance, compliance, and deliverables. Approved subcontracts must include provisions sufficient to carry down Consultant's obligations.

8. Standard of Performance and Service Delivery

8.1 Standard. Consultant will perform with the skill, care, diligence, accuracy, and professional judgment ordinarily exercised by competent consultants performing comparable public-agency administrative and program-support services.

8.2 Quality Control. Consultant will review work for accuracy, consistency, completeness, funding eligibility, calculation errors, citations, formatting, and compliance with the applicable Task Order before submission. Agency review does not relieve Consultant of responsibility for its work.

8.3 Remote and In-Person Work. Services may be performed remotely. Consultant will attend meetings or perform work in person in Sonora when required by a Task Order or otherwise agreed in writing. Travel time and costs are compensable only when expressly authorized.

8.4 Correction of Work. Consultant will promptly correct, without additional compensation, material errors or omissions caused by Consultant's failure to meet the applicable standard of performance. This obligation does not include changes resulting from new direction, changed conditions, or information not reasonably available to Consultant.

9. Training and Knowledge Transfer

9.1 Capacity Building. Consultant will integrate practical training and knowledge transfer into assigned work. The purpose is to strengthen staff capability and organizational continuity.

9.2 Documentation. When appropriate to the Task Order, Consultant will provide editable templates, checklists, procedures, calendars, reference materials, decision logs, and other tools sufficient for Agency staff to understand, repeat, update, or assume the process.

9.3 Handoffs. Consultant will explain the purpose, sequence, review points, deadlines, funding or legal basis, and common risks associated with recurring processes and will complete orderly handoffs when assignments or personnel change.

10. Independent Contractor

10.1 Status. Consultant is an independent contractor and not an employee, partner, joint venturer, agent, or representative of either Agency. Consultant controls the manner and means of performing the services, subject to the required results, schedules, standards, funding conditions, and coordination requirements stated in this Agreement and each Task Order.

10.2 Independent Business. Consultant represents that it is customarily engaged in an independently established business providing services of the type offered, may provide services to other clients, maintains all required registrations and licenses, supplies its own ordinary tools and equipment, and is responsible for its business expenses and personnel.

10.3 Taxes and Benefits. Consultant is solely responsible for compensation, payroll, withholding, taxes, unemployment insurance, workers' compensation, benefits, and other obligations relating to Consultant personnel. No Consultant personnel are eligible for Agency compensation or benefits.

10.4 No Reclassification Waiver. The parties' description of the relationship does not override applicable law. Consultant will promptly notify the Agencies of any circumstance that may materially affect the intended independent-contractor relationship.

11. Compensation, Rates, and Expenses

11.1 Method. Unless a Task Order states otherwise, compensation is based on actual direct labor hours at the fully burdened hourly rates in Exhibit B, subject to the Task Order ceiling. Fully burdened rates include wages, benefits, overhead, administrative expense, ordinary equipment and supplies, and profit.

11.2 Rate Adjustments. Rates remain fixed for the period stated in Exhibit B. Any adjustment must be requested in writing with supporting information and approved through a written amendment or as expressly provided in Exhibit B. No increase applies retroactively.

11.3 Expenses. Travel and other direct expenses are reimbursable only when expressly authorized in the Task Order. Approved expenses must be reasonable, necessary, documented, and billed at actual cost without markup. Ordinary commuting, local office costs, routine technology, and general administrative expenses are included in hourly rates unless a Task Order expressly states otherwise.

11.4 Available Funds. Payments in each fiscal year are limited to amounts lawfully appropriated, budgeted, and authorized by the benefiting Agency or Agencies. Nothing in this Agreement requires an Agency to authorize a Task Order or expend funds not legally available for the service.

11.5 No Retention. The Agencies will not withhold a percentage retention from approved invoices.

12. Invoices and Payment

12.1 Frequency. Consultant may submit invoices monthly unless the Task Order establishes another schedule.

12.2 Invoice Detail. Each invoice must identify the Agreement and Task Order; billing period; benefiting Agency; OWP work element or transit program; funding source; task and subtask; date of service; personnel and classification; hours; rate; authorized expenses; current amount; prior billings; remaining Task Order balance; and a concise description of work and deliverables. Consultant will provide supporting records upon request.

12.3 Progress Information. Each invoice must include or be accompanied by a brief progress summary identifying completed work, current status, upcoming work, issues affecting scope, budget or schedule, and decisions needed from the Agencies.

12.4 Payment. The responsible Agency will pay an approved, complete, and accurate invoice within 30 days after receipt. The Agencies may reject or withhold disputed, unsupported, ineligible, incorrectly allocated, or unauthorized charges and will notify Consultant of the basis for the dispute. The parties will work promptly to resolve disputed items.

12.5 Final Invoice. Consultant must submit a final invoice within 60 days after Task Order completion or termination unless the Agencies approve a different period. The Agencies may decline untimely charges to the extent permitted by law and funding requirements.

13. Records, Cost Allocation, and Audit Access

13.1 Records. Consultant will maintain complete and accurate financial, time, expense, correspondence, decision, work-product, and supporting records sufficient to demonstrate performance, allowability, allocability, and compliance.

13.2 Cost Allocation. Consultant will allocate costs to the Agency, Task Order, OWP work element or transit program, funding source, and task that received the benefit. Consultant may not shift costs to overcome funding limitations or charge the same cost more than once.

13.3 Retention. Consultant will retain records for at least five years after final payment under the applicable Task Order, or longer when required by law, audit, litigation hold, funding agreement, or written Agency instruction.

13.4 Access. Upon reasonable notice, the Agencies and their authorized representatives, auditors, funding agencies, the State of California, and the United States may inspect, copy, and audit records relevant to this Agreement during normal business hours. Consultant will cooperate with audits, monitoring, and corrective-action review.

13.5 Disallowed Costs. Consultant will repay amounts finally determined to be unsupported, unallowable, improperly allocated, duplicated, or paid for unauthorized work when the disallowance results from Consultant's act or omission. The Agencies will provide notice and a reasonable opportunity to respond before final recovery, except when immediate withholding is required by law or the funding source.

14. Work Product and Agency Records

14.1 Ownership. Upon payment for the applicable services, all reports, minutes, agendas, spreadsheets, databases, templates customized for the Agencies, procedures, correspondence, schedules, analyses, forms, files, and other deliverables created specifically under a Task Order are Agency work product and belong to the benefiting Agency or Agencies.

14.2 Background Materials. Consultant retains ownership of preexisting methodologies, know-how, generic templates, software, and materials developed independently of this Agreement. To the extent incorporated into a deliverable, Consultant grants the Agencies a perpetual, irrevocable, nonexclusive, royalty-free license to use, reproduce, modify, distribute, and create derivative works from those materials for public-agency purposes.

14.3 Editable Formats. Consultant will provide work product in commonly usable, editable electronic formats and will not use access controls, proprietary formats, or technical restrictions that unreasonably impair Agency use, retention, disclosure, or transfer.

14.4 No Withholding. Consultant may not withhold Agency records or paid work product because of a payment dispute. Consultant may pursue contractual remedies for disputed compensation.

15. Public Records

15.1 Public Records Act. Consultant acknowledges that records relating to the conduct of Agency business may be subject to the California Public Records Act. Consultant will preserve and promptly provide responsive records requested by an Agency and will not destroy, conceal, alter, or withhold records contrary to law or written Agency direction.

15.2 Requests. Consultant will immediately forward to the Agencies any request, subpoena, or demand for records relating to this Agreement and will not independently release Agency records unless authorized in writing or required by law. The Agencies retain responsibility for determining whether to disclose or withhold records.

15.3 Claimed Confidentiality. If Consultant believes a record is exempt from disclosure, it must identify the specific record and legal basis. Marking a record confidential does not bind the Agencies or determine its status under law.

16. Confidentiality, Privacy, and Information Security

16.1 Protected Information. Consultant will use confidential, privileged, security-sensitive, personally identifiable, financial, personnel, procurement-sensitive, or otherwise protected information solely to perform authorized services and will disclose it only to personnel who need it and are bound by equivalent obligations.

16.2 Safeguards. Consultant will maintain reasonable administrative, technical, and physical safeguards appropriate to the information and access provided, including secure authentication, access controls, encryption where appropriate, current security updates, secure transmission and storage, backup practices, and prompt removal of access when no longer needed.

16.3 Incident Notice. Consultant will notify the Executive Director without unreasonable delay, and no later than 24 hours after discovery, of any suspected loss, unauthorized access, disclosure, alteration, malware event, credential compromise, or other security incident involving Agency information or systems. Consultant will preserve evidence, mitigate harm, cooperate with investigation and notification, and provide written updates.

16.4 Automated and Artificial Intelligence Tools. Consultant may not enter nonpublic Agency information, personal information, credentials, privileged material, procurement-sensitive information, or protected records into a generative artificial intelligence or other externally hosted automated system unless the Agencies provide prior written authorization and approve the applicable security, retention, and use terms. Consultant remains fully responsible for the accuracy, confidentiality, legal compliance, and quality of all work, whether or not automated tools are used.

16.5 Return and Destruction. At Agency direction or termination, Consultant will return Agency information and securely destroy unauthorized residual copies, subject to lawful record-retention obligations. Consultant will certify completion upon request.

17. Conflicts of Interest and Ethical Conduct

17.1 Compliance. Consultant will comply with applicable conflict-of-interest and ethics laws, including Government Code section 1090 and the Political Reform Act, and with Agency policies disclosed to Consultant.

17.2 Disclosure. Consultant will promptly disclose any actual, potential, or apparent conflict involving Consultant, its personnel, affiliates, clients, or subconsultants. The Agencies may require a mitigation plan, screening measures, personnel changes, waiver when lawful, or termination of affected work.

17.3 Procurement Integrity. Consultant may not participate in developing a solicitation, evaluation, or procurement decision when that participation would create an unfair competitive advantage or conflict with Consultant's interest in competing for or performing the resulting work.

17.4 Gifts and Contingent Fees. Consultant has not offered or paid, and will not offer or pay, gratuities, gifts, commissions, contingent fees, or other consideration to secure favorable treatment in the award or administration of this Agreement, except bona fide compensation to employees or approved business representatives.

18. Insurance

Consultant will comply with the insurance requirements in Exhibit C throughout the applicable period. The requirements may be modified in writing by the Agencies' authorized Risk Management representative based on the actual risk and scope of a Task Order.

19. Indemnification

19.1 Consultant Indemnity. To the fullest extent permitted by law, Consultant will indemnify, defend, and hold harmless TCTC and TCTA and their respective governing boards, officers, employees, agents, and volunteers from claims, damages, losses, liabilities, penalties, costs, and reasonable attorneys' fees to the extent caused by the negligent, reckless, or willful acts or omissions of Consultant, its personnel, or subconsultants; Consultant's material breach of this Agreement; or Consultant's violation of law.

19.2 Limitations. Consultant is not required to indemnify an indemnitee for the proportion of liability finally determined to result from that indemnitee's sole negligence or willful misconduct. Defense obligations will be administered in a manner consistent with applicable law, including reasonable cooperation and Agency approval of counsel, which will not be unreasonably withheld.

19.3 Survival. This section survives expiration or termination.

20. Compliance with Laws and Funding Requirements

20.1 General. Consultant will comply with all applicable federal, state, and local laws, regulations, orders, funding agreements, accessibility requirements, professional standards, and lawful Agency policies relevant to the authorized services.

20.2 Nondiscrimination. Consultant will not discriminate in employment, subcontracting, or performance on any basis prohibited by law and will comply with applicable civil-rights, disability-access, and nondiscrimination requirements.

20.3 Funding-Specific Terms. A Task Order may activate Exhibit E or incorporate other funding-source-specific terms. Consultant will not incur costs under such a Task Order until it has accepted the applicable requirements and received written authorization.

20.4 Federal Funding Limitation. The Agencies do not currently intend to charge this Agreement to a federal award. No service may be charged to a federal award unless the Agencies first determine in writing that the procurement, Agreement, Task Order, and proposed cost comply with applicable federal requirements. Consultant has no right to assume that a cost is federally eligible.

20.5 Debarment and Suspension. Consultant represents that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions. Consultant will verify the eligibility of approved subconsultants when required and immediately disclose any change.

20.6 Lobbying. When applicable to a federally funded Task Order or other covered transaction, Consultant will comply with 31 U.S.C. section 1352 and provide required certifications and disclosures regarding lobbying.

21. Assignment and Transfer

Consultant may not assign, transfer, delegate, or encumber this Agreement or a Task Order without prior written Agency approval. A merger, acquisition, change of control, or transfer of substantially all assets relating to the services is an assignment requiring approval. Any unauthorized assignment is voidable by the Agencies.

22. Suspension and Force Majeure

22.1 Suspension. The Executive Director may suspend all or part of the work by written notice. Consultant will stop affected work, protect completed work and records, mitigate avoidable costs, and resume when directed.

22.2 Force Majeure. Neither party is in default to the extent performance is prevented by an event beyond its reasonable control that could not reasonably have been avoided or mitigated. The affected party must promptly notify the other, continue unaffected obligations, and use diligent efforts to resume performance. Force majeure does not excuse payment obligations for accepted work or ordinary staffing and business-continuity risks reasonably within Consultant's control.

23. Termination

23.1 Convenience. Either Agency may terminate its participation in this Agreement or any Task Order for convenience upon 30 calendar days' written notice. TCTC and TCTA acting together may terminate the entire Agreement on the same notice. Consultant may terminate the entire Agreement upon 90 calendar days' written notice, but must continue active Task Orders unless otherwise agreed.

23.2 Cause. An Agency may terminate immediately or after a stated cure period if Consultant materially breaches the Agreement, performs unauthorized work, fails to maintain required insurance, violates confidentiality or security obligations, has a disqualifying conflict, becomes debarred, abandons the work, or fails to cure another default within 10 business days after written notice. A longer cure period may be allowed when cure reasonably requires more time and Consultant promptly begins and diligently completes corrective action.

23.3 Loss or Restriction of Funding. An Agency may suspend or terminate affected work immediately if funding is reduced, withdrawn, withheld, determined ineligible, or restricted, or if continued performance would violate a funding agreement or law.

23.4 Payment at Termination. Consultant will be paid for authorized, satisfactorily performed services and approved expenses through the effective termination date, subject to the Task Order ceiling, offsets, and delivery of required work product and records. Consultant is not entitled to anticipatory profit, lost opportunity, or payment for avoidable costs incurred after notice.

23.5 Transition. Consultant will cooperate in an orderly transition, including delivery of current files, status information, calendars, pending actions, access information, work product, and records. Transition services beyond ordinary closeout require authorization unless needed to remedy Consultant default.

24. Remedies and Disputes

24.1 Remedies. Rights and remedies are cumulative. The Agencies may withhold disputed amounts, require correction, recover overpayments, complete work through another source, or pursue other lawful relief. Consultant is responsible for reasonable excess completion costs to the extent caused by Consultant's material breach.

24.2 Good-Faith Resolution. Before filing suit, the parties will attempt in good faith to resolve a dispute through their designated contract representatives and, if unresolved, through senior representatives. This requirement

does not prevent immediate action for injunctive relief, public-records compliance, security incidents, funding deadlines, or preservation of legal rights.

24.3 Venue and Law. California law governs. Any action arising from this Agreement must be filed in a court of competent jurisdiction in Tuolumne County, California. The prevailing party is entitled to recover costs and reasonable attorneys' fees to the extent permitted by law.

25. Notices

Formal notices must be in writing and delivered personally, by nationally recognized overnight carrier, by certified mail, or by email with confirmation of receipt to the addresses below. Notice is effective upon confirmed receipt. Either party may update its notice information by written notice.

TCTC and TCTA	Consultant
Tamera Blankenship, Executive Director 2 S Green St, Sonora, CA 95370	[NAME AND TITLE] [ADDRESS]
Email: tblankenship@co.tuolumne.ca.us	Email: [INSERT]
Copy to: [INSERT LEGAL/RISK CONTACT IF REQUIRED]	Copy to: [INSERT]

26. General Provisions

26.1 Amendments and Waivers. An amendment or waiver is effective only when in writing and signed by authorized representatives. A waiver of one breach is not a waiver of another breach or future performance.

26.2 Entire Agreement. The Agreement Documents contain the entire understanding concerning their subject and supersede prior or contemporaneous representations and agreements on that subject.

26.3 Severability. If a provision is held invalid or unenforceable, the remaining provisions remain effective to the fullest extent permitted by law.

26.4 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties only and creates no right in any third party, except the indemnified parties expressly identified in Section 19.

26.5 Interpretation. The parties had an opportunity to review and negotiate this Agreement. No presumption will arise against a party because it drafted a provision. Headings are for convenience and do not limit meaning. 'Including' means including without limitation.

26.6 Counterparts and Electronic Signatures. The Agreement and amendments may be executed in counterparts and by lawful electronic signature, each of which is deemed an original and all of which together constitute one instrument.

26.7 Survival. Provisions concerning payment, records, audits, work product, public records, confidentiality, information security, indemnification, disputes, and other obligations that by their nature extend beyond expiration or termination survive.

27. Execution

The parties have caused their authorized representatives to execute this Agreement.

CONSULTANT [LEGAL NAME] By: _____ Name: _____ Title: _____ Date: _____	TUOLUMNE COUNTY TRANSPORTATION COUNCIL By: _____ Chair Date: _____ Approval Recommended: _____ Executive Director Date: _____
TUOLUMNE COUNTY TRANSIT AGENCY By: _____ Chair Date: _____	APPROVED AS TO LEGAL FORM By: _____ Legal Counsel Date: _____

Exhibit A - Illustrative Scope of Services

Services may include the following. The list is illustrative, nonexclusive, and subject to individual Task Orders. The Agreement does not guarantee that any listed service will be assigned.

A.1 Governance, Meetings, and Administration

- Board and committee agendas, staff reports, resolutions, minutes, notices, packet assembly, quality control, calendars, action logs, records, and meeting support.
- Administrative coordination with staff, counsel, auditors, member agencies, consultants, vendors, and partners.
- Public-notice and Brown Act support, subject to Agency review and responsibility for legal compliance.

A.2 OWP Planning Administration - Work Element 2

- Annual Draft and Final OWP development, budget summaries, exhibits, schedules, amendments, and responses to Caltrans comments.
- Quarterly invoices, progress reports, year-end packages, support records, compliance calendars, and funding reconciliation.
- Assigned legislative, policy, funding, and program monitoring summaries.

A.3 TDA Administration - Work Element 3

- Unmet Transit Needs process support.
- LTF and STA estimates, claims, allocations, resolutions, disbursement instructions, expenditure tracking, and claimant assistance.
- Bicycle and pedestrian program administration.
- Audit coordination, Financial Transactions Report support, corrective-action tracking, and financial status reporting; independent audit services are excluded.
- SSTAC administration and meeting support.

A.4 TCTA Support

- Governance, budgets, grants, reimbursements, compliance, procurement, contract administration, program reporting, records, public notices, and stakeholder coordination.
- Administrative support for transit operations oversight, data and performance reporting, fleet and capital records, asset documentation, and funding-agency coordination.

A.5 Funding, Programming, and Project Administration

- Administrative guidance and documentation for transportation and transit funding, project programming, amendments, allocations, obligations, timely-use-of-funds requirements, grants, and closeout.
- Schedules, budgets, deliverable and invoice tracking, meeting coordination, decision logs, partner coordination, and administrative project-management tools.
- Nontechnical grant forms, budgets, certifications, partner coordination, and application assembly.

A.6 Training and Knowledge Transfer

- Hands-on coaching, workshops, standard operating procedures, templates, checklists, compliance calendars, workflow diagrams, desk manuals, and reference tools.
- Documented handoffs and practical explanations of recurring processes, deadlines, review points, legal or funding basis, and common risks.

A.7 Exclusions

- Independent audits or attest services.
- Engineering, architecture, surveying, design, construction management, inspection, technical traffic analysis, travel-demand modeling, environmental documents, and specialized technical studies procured through another contract.
- Legal advice, policy decisions, certifications reserved to Agency officials, or authority to bind an Agency.

Exhibit B - Compensation and Rate Schedule

Estimated annual utilization. Approximately \$100,000. This is a planning estimate, not a minimum, guarantee, or fixed annual ceiling.

Agreement authorization. Aggregate compensation is limited to amounts approved by the governing boards, adopted budgets, and executed Task Orders. Each Task Order establishes its own not-to-exceed amount.

Rate schedule. Insert the final negotiated, fully burdened hourly rate schedule below or attach it to this exhibit.

Classification / Personnel	Hourly Rate	Effective Period	Notes

Annual adjustments. [INSERT NEGOTIATED RATE-ADJUSTMENT TERMS OR STATE THAT RATES ARE FIXED FOR THE TERM.]

Travel and direct expenses. Only as expressly authorized in a Task Order, at actual documented cost without markup. [INSERT ANY NEGOTIATED TRAVEL-RATE LIMITS.]

Exhibit C - Insurance Requirements

Consultant will maintain the following coverage at its expense. These requirements are intended for administrative and program-support services and may be modified in writing by the Agencies' authorized Risk Management representative based on the actual risk of a Task Order.

C.1 Workers' Compensation and Employer's Liability

Workers' compensation as required by California law and employer's liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit. A lawful sole proprietor with no employees may request a written waiver of workers' compensation evidence.

C.2 Commercial General Liability

Occurrence-form commercial general liability, including bodily injury, property damage, personal and advertising injury, and contractual liability, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The aggregate will apply separately to this Agreement when commercially available.

C.3 Automobile Liability

Automobile liability of not less than \$1,000,000 combined single limit for owned, hired, and non-owned vehicles used in performing the services. If Consultant has no owned vehicles and driving is incidental, hired and non-owned automobile coverage is sufficient, subject to Risk Management approval.

C.4 Professional Liability

Professional liability/errors and omissions coverage appropriate to the services, with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. Claims-made coverage must be maintained during the Agreement and for two years after completion of the last Task Order, or an extended reporting period must be obtained.

C.5 Cyber and Privacy Liability - When Applicable

If a Task Order gives Consultant credentials or access to Agency systems, personally identifiable information, payment information, or sensitive financial or personnel records, Consultant will maintain cyber/privacy liability of not less than \$1,000,000 per claim and aggregate. This requirement may be satisfied by professional liability coverage that expressly includes the required cyber and privacy risks.

C.6 Additional Insured

TCTC and TCTA and their respective governing boards, officers, employees, agents, and volunteers will be additional insureds on commercial general and automobile liability coverage for liability arising from Consultant's work, using endorsements at least as broad as applicable ISO forms.

C.7 Primary Coverage and Waiver

Commercial general liability and automobile coverage provided to the additional insureds will be primary and noncontributory. Workers' compensation coverage will include a waiver of subrogation in favor of TCTC and TCTA when commercially available.

C.8 Insurers and Evidence

Coverage will be issued by insurers authorized to do business in California and reasonably acceptable to the Agencies. Before work begins, Consultant will provide certificates and requested endorsements. Upon request, Consultant will provide relevant policy excerpts or other evidence needed to verify compliance.

C.9 Notice and Deductibles

Consultant will request that insurers provide 30 days' notice of cancellation or material reduction, or 10 days for nonpayment, where commercially available. Consultant is responsible for deductibles and self-insured retentions and will disclose material retentions upon request.

C.10 No Limitation

Insurance requirements do not limit Consultant's liability or indemnification obligations. Failure to maintain required coverage is a material breach and may result in suspension or termination.

Exhibit D - Task Order Form

Task Order No.	
Agreement	Joint Agreement for On-Call Administrative and Program Support Services
Benefiting Agency	[TCTC / TCTA / BOTH]
OWP Work Element / Transit Program	
Funding Source	
Project / Assignment	
Scope and Deliverables	[Attach additional pages if needed]
Schedule / Milestones	
Consultant Personnel	
Agency Project Manager	
Compensation Method	Time and materials at Exhibit B rates, unless stated otherwise
Not-to-Exceed Amount	\$
Special Requirements	[Meetings, in-person work, invoicing, reporting, funding clauses, expenses, assumptions]

AGENCY AUTHORIZATION	CONSULTANT ACCEPTANCE
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

Exhibit E - Funding-Source Requirements

This exhibit applies only when an executed Task Order expressly activates it or incorporates specific clauses. The Agencies will identify the funding source and applicable requirements before issuing the Notice to Proceed.

E.1 General Funding Compliance

- Consultant will comply with the applicable grant or funding agreement, program guidance, cost principles, eligibility rules, reporting requirements, records requirements, and deadlines provided with the Task Order.
- Consultant will separately account for costs and provide information necessary for reimbursement, monitoring, audit, and closeout.
- If a conflict exists between a funding requirement and this Agreement, Consultant will stop the affected work and request written direction before incurring additional cost.

E.2 Federal Awards - Conditional Provisions

If the Agencies authorize charges to a federal award, the Task Order will identify the federal award and add the contract provisions applicable under 2 CFR section 200.327 and Appendix II to 2 CFR part 200, together with any requirements of the awarding agency or pass-through entity. Depending on the award and dollar value, provisions may include remedies, termination, debarment and suspension, lobbying restrictions and certifications, rights in data, record access, domestic preference requirements, prohibitions concerning covered telecommunications equipment, civil-rights requirements, and other mandated terms. No federal eligibility is implied unless confirmed in writing.

E.3 Required Certifications

Consultant and approved subconsultants will execute any certification or disclosure required by the applicable funding source, including debarment, lobbying, conflict-of-interest, or nondiscrimination certifications, before performing the federally or specially funded work.