

COOPERATIVE FUNDING AGREEMENT NO. G31301E1J
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF PETALUMA (Transit)

This Agreement is made and entered into as of _____, 2024 (“Effective Date”) by and between the City of Petaluma (Transit) hereinafter referred to as “CITY” and the SONOMA COUNTY TRANSPORTATION AUTHORITY hereinafter referred to as “AUTHORITY.”

RECITALS

1. AUTHORITY adopted that certain 2023 Strategic Implementation Plan that sets forth AUTHORITY’s program and project implementation policies with regard to the use of funds provided under the 2020 Go Sonoma Act Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 3, 2020 (hereinafter referred to as “Go Sonoma”). The 2023 Strategic Implementation Plan may be amended from time to time is hereinafter referred to as the “Go Sonoma SIP”.

2. Pursuant to the Strategic Implementation Plan and Go Sonoma, AUTHORITY and CITY desire to enter into a Cooperative Funding Agreement to define a framework to enable the two parties to work cooperatively in developing transportation improvements that get people moving and improve safety in Sonoma County (hereinafter referred to as [“Move Traffic and Improve Safety Program” or “MTIS”.

3. Consistent with the Move Traffic and Improve Safety Program (MTIS) CITY desires to complete Transit Operation Expansion, as more particularly described in Exhibit A to this Agreement (hereinafter referred to as the “Project”).

4. Pursuant to Go Sonoma MTIS funds require a minimum 15% funding match.

5. CITY has submitted a financial plan and schedule for completion of the Project which is attached hereto as Exhibit B (hereinafter referred to as the “Financial Plan and Schedule”).

6. Pursuant to the Strategic Implementation Plan, AUTHORITY is committed to make available up to \$2,031,000 of Go Sonoma MTIS funds to assist with the Project.

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

SECTION I

CITY AGREES:

1. **CITY Contribution.** To provide a minimum 15% of matching funds towards the Project (as further described in Exhibit B).

2. **Project Completion.** To timely complete the Project (as further described in Exhibit B).

3. **Invoices.** Should CITY desire reimbursement of its expenses in connection with this Agreement, CITY shall do so by requesting a specific appropriation of Go Sonoma funding by submitting to AUTHORITY a Request for Funding Appropriation in the form attached hereto as Exhibit C (hereinafter referred to as "Appropriation Request"). Once an Appropriation Request is approved by AUTHORITY, CITY may submit to AUTHORITY invoices for reimbursements for expenses authorized under the terms of this Agreement and an approved Appropriation Request. Invoices shall be submitted to AUTHORITY no more frequently than monthly, and no less frequently than every six months following initial appropriation, provided however that if CITY is unable to invoice in this time frame a written request for time extension shall be provided or the funds may be deobligated. Invoices shall be in a form reasonably acceptable to AUTHORITY's Executive Director. An example of which is attached hereto as Exhibit D.

4. **Compliance with Laws.** With regard to administering and completing the Project, CITY shall at all times comply with all applicable laws of the United States, the State of California, the County, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

5. **Records.** To allow AUTHORITY to audit all expenditures relating to the Project funded through this Agreement. For the duration of the Project, and for five (5) years following completion of the Project, or earlier discharge of the Agreement, CITY shall make available to AUTHORITY all records relating to expenses incurred in performance of this Agreement.

6. **Reporting Requirements.** To provide quarterly status and annual financial updates on the active PROJECT appropriations to AUTHORITY in the forms attached hereto as Exhibit E.

SECTION II

AUTHORITY AGREES:

1. Reimbursement of CITY Expenses. Consistent with the Go Sonoma SIP, to make available up to \$2,031,000 of Go Sonoma MTIS funds to assist with the Project.

AUTHORITY shall process CITY invoices within forty-five (45) days of receiving an invoice in a form reasonably acceptable to AUTHORITY's Executive Director.

2. Notice of Audit. To provide timely notice to CITY if an audit is to be conducted.

SECTION III

IT IS MUTUALLY AGREED:

1. Funding Availability and Needs. The funding available to the Project for expenditure is limited by the funds identified in Exhibit B and to approved appropriations by the SCTA Board. If funds beyond those identified in Exhibit B are necessary to complete the Project, AUTHORITY will cooperate with CITY to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of CITY.

2. Term. This Agreement will remain in effect until discharged as provided in Paragraph 3 or 13 of this Section III.

3. Discharge. This Agreement shall be subject to discharge as follows:

a. This Agreement may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. 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 paragraph 3(b), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance. If the Agreement is cancelled by AUTHORITY because CITY has failed to wholly or partially complete the Project, AUTHORITY may, at its option, demand repayment of all unexpended funds and funds determined by audit not to have been expended as provided for in this Agreement, with interest accrued thereon as would have accrued had such funds been invested in the

Sonoma County Treasury Pool; and, further, to offset such balances due AUTHORITY from any other Go Sonoma funds due CITY.

b. By mutual consent of both parties, this Agreement may be terminated at any time. Upon termination by mutual consent, CITY shall repay to AUTHORITY any unexpended funds originally provided to CITY under this Agreement, and any interest that has accrued thereon.

4. Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

To CITY

Jared Hall, Transit Manager
City of Petaluma/ Petaluma Transit
555 N. McDowell Blvd
Petaluma, CA 94954
(707) 778-4421
Jhall@cityofpetaluma.org

To AUTHORITY

James R. Cameron, Executive Director
Sonoma County Transportation Authority
411 King St
Santa Rosa, CA 95405
(707) 565-5373
Email: james.cameron@scta.ca.gov

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. 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.

8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. Independent Agency. CITY renders its services under this Agreement as an independent agency. None of the CITY's agents or employees shall be agents or employees of the AUTHORITY.

10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

11. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the AUTHORITY or CITY 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 are expressly subject to AUTHORITY's continued authorization to collect and expend the sales tax proceeds provided by Go Sonoma. 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 CITY, 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 or joint 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 the Agreement; and (ii) the availability, taking into consideration all the obligations of AUTHORITY under all outstanding contracts, agreements to other obligations of AUTHORITY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF PETALUMA

SONOMA COUNTY
TRANSPORTATION AUTHORITY

By: _____
Peggy Flynn, City Manager

By: _____
Lynda Hopkins, SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: _____
Name: Caitlin Corley, City Clerk

By: _____
James R. Cameron, Executive Director

APPROVED AS TO LEGAL FORM
FOR CITY:

By: _____
CITY Attorney: Eric Danly

By: _____
Adam Brand, Legal Counsel
Authority

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EXHIBIT A

DESCRIPTION OF THE PROJECT

The Transit Expansion project will help to expand the Petaluma Transit network and help to achieve the City of Petaluma Climate Action Goals and fulfill the Blueprint for Carbon Neutrality

The Transit Expansion project provides additional/expanded transit offerings on major Petaluma corridors, including Washington Street, Petaluma Blvd., and McDowell Blvd. Improvements made under the project include increased transit route frequencies (reduced headways) on existing routes, expanded operating hours and new transit services/routes. Improvements made under the project include:

Service/Route	Description	Service - Current	Service - Modified	Hours	Start Date
LumaGo	Zone 1 - Downtown-midtown-SMART- W Petaluma	N/A	2 buses	M-Su 7am-10pm (varies)	Sep 2024
School Trippers	Routes 301, 302	N/A	1-2 trips per route during school	M-F 7-9am, 3-5pm	Aug 2024
Route 11	Washington St	20-minute peak service frequency	15-minute peak service frequency	M-F - 7am-6pm	Jan 2025
Route 2	N. McDowell Blvd	20-minute peak service frequency	15-minute peak service frequency	M-F - 7am-6pm	Aug 2025
LumaGo	Zone 2 - East Petaluma- SRJC- Corona SMART station	N/A	2 buses	M-Su 7am-10pm (varies)	July 2025

The expansion represents an estimated annual increase of over 13,000 service hours per year.

The addition of service along major Petaluma arterials will help provide more frequent services along the more congested Petaluma corridors in order to help encourage people to

ride transit. When added to the existing Petaluma Transit network and Fare Free program, the Transit Expansion Project will help to provide a major step towards achieving Petaluma's Climate Action Goals.

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EXHIBIT B

FINANCIAL PLAN AND SCHEDULE

Financial Plan

Fund Source	Amount
Go Sonoma-(MTIS or BBP)	\$2,031,000
Matching Funds	\$406,200
Total	\$2,437,200

Schedule

Project Development Phase	Begin (MO/YR)	End (MO/YR)
Operations	01/2025	06/2027

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EXHIBIT C
REQUEST FOR FUNDING APPROPRIATION

APPROPRIATION REQUEST SHOULD BE SUBMITTED ON CITY (OR COUNTY) LETTERHEAD

Date

SCTA Chair
 Sonoma County Transportation Authority
 411 King St
 Santa Rosa, CA 95404

FUNDING APPROPRIATION REQUEST

PROJECT NAME _____

AGREEMENT NO. _____

Dear SCTA Chair:

The City of *(name of City or County of Sonoma)* hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next Board meeting for the *(name of project)*.

The City (or County) has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. *(number of agreement)*) and is ready to begin work on the *(name of development phase)* phase of the project. Below is the specific appropriation request information.

Project Name & Description:	<i>Fill in Project Name & Description</i>
Project Category:	<i>Fill in Move Traffic and Improve Safety or Build Bikeways and Pathways Project.</i>
Phase Development Phase of this Appropriation:	<i>Fill in Development Phase (Scoping, Environmental, Right of Way Capital, Right of Way Support, PS&E, Construction Capital, or Construction Management). Note: Only one phase per request.</i>
Amount of Go Sonoma Appropriate Request:	<i>Fill in amount of appropriation request.</i>
Amount of Local Funding Match:	<i>Fill in \$ Local Match for this request</i>
Sources of Local Funding Match:	<i>Fill in amount and source(s) of matching funds.</i>
Total Project Cost:	<i>Fill in total cost of project, including all fund sources and phases.</i>

The current schedule for the *(name of project)* is as follows:

Project Development Phase	Begin	Complete
Scoping	date	date
Environmental	date	date
Right of Way	date	date
PS&E	date	date
Construction	date	date

Thank you for your consideration.

Sincerely,

NAME

Title

cc:

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EXHIBIT D
INVOICE EXAMPLE
[Local Agency Letterhead]

Move Traffic & Improve Safety/Build Bikeways and Pathways Project
Go Sonoma Invoice Summary

REQUIRED FIELDS: [Formatting is left to local agency]

Project Sponsor:

Date of Request:

Period of Request:

Cooperative Agreement Number:

Project Name/Phase/Description:

Invoice Number:

Project Development Phase:

Description of work performed this period:

	Go Sonoma
Amount Appropriated	\$
Amount Previously Invoiced	\$
Current Invoice	\$
Invoiced to-date	\$

Attachments:

- Summary of All Expenses
 1. Staff Time: Summary of Hours worked, and total dollars by employee
 2. Contracts: Summary of Invoices Paid
 3. Miscellaneous Expenses: Summary of Invoices

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EXHIBIT E

PROJECT REPORTING LETTER

Please refer to the Reporting Instructions and Submittal Requirements before sending your completed Annual Reporting Letter to the SCTA. The Annual Reporting Letter is due to the SCTA by September 15.

Date

Sonoma County Transportation Authority
 411 King Street
 Santa Rosa, CA 95404

[Name of Project] - Annual Reporting Letter – FY _____

Dear SCTA Chair:

The City of/Town of / County of _____ is pleased to present information related to Go Sonoma funding for the following project for FY _____ Reported:

Work was performed on the following project using Go Sonoma funds including:

A.	Project Name:	
	Project Phase/Development Phase:	
B.	Amount Appropriated in Previous Fiscal Years	\$ -
C.	Total Amount of Unexpended Appropriations from Prior FY	\$ -
D.	Amount Appropriated in FY 00/00	\$ -
E.	Reimbursements Received in FY 00/00	\$ -
F.	Amount of Matching Funds Provided	\$ -
G.	Total Go Sonoma Reimbursements Received in Prior Years	\$ -
H.	Total Go Sonoma Funding Reimbursed to Date	\$ -
I.	Total Appropriation Remaining Balance to Rollover to FY 00/00	\$ -

J. Describe work completed this fiscal year.

K. How were bike/pedestrian needs considered?

L.	Overall Status of Project by Phase	% Complete	Est. Completion Date
	Scoping		
	Environmental		
	Design		
	Right of Way		
	Construction & Construction Management		

M.	Overall Project Funding				
	Phase	Total	Go Sonoma MTIS/BBP	Other	Need
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
	Totals	\$ -	\$ -	\$ -	\$ -

(Insert additional table if necessary to provide each alternative fund source per project phase)

Report on Public Information Requirements:

- N. Describe where you displayed the Go Sonoma logo, such as on signs at the construction site or on vehicles? Please enclose pictures.
- O. Provide digital pictures of projects before, during and after construction.
- P. Did you identify Go Sonoma on your web site or in press releases? Please provide link.
- Q. Identify project benefits and discuss how Go Sonoma funds assisted in project delivery.

To meet our reporting requirements, we are submitting a signed copy on our letterhead to the SCTA.

We have also attached electronic photographs in jpeg file format.

If you have any questions regarding this project information, please contact:

Name:
Phone:
Email:

Sincerely,

SIGNATURE REQUIRED

Name
Title (City Manager, Public Works Director, or District Director)