

COOPERATIVE FUNDING AGREEMENT NO. G41300E1

**BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
PETALUMA TRANSIT**

This Agreement is made and entered into as of April 1, 2025 ("Effective Date") by and between the Petaluma Transit, hereinafter referred to as "**TRANSIT OPERATOR**," and the **SONOMA COUNTY TRANSPORTATION AUTHORITY**, hereinafter referred to as "**AUTHORITY**." For purpose of this Agreement, **TRANSIT OPERATOR** and **AUTHORITY** shall be singularly referred to as "Party" or jointly as "the Parties."

RECITALS

1. **AUTHORITY** adopted that certain 2024 Strategic Implementation Plan that sets forth **AUTHORITY's** program and 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 2024 Strategic Implementation Plan, as such plan may be amended from time to time is hereinafter referred to as the "Strategic Implementation Plan."
2. Pursuant to the Strategic Implementation Plan and Go Sonoma, **AUTHORITY** and **TRANSIT OPERATOR** desire to enter into a Cooperative Funding Agreement to define a framework to enable the Parties to work cooperatively in providing transit services consisting generally of expanded fixed-route service, enhanced paratransit service, maintenance, capital bus purchases and other capital needs deemed necessary and appropriate by **AUTHORITY** and **TRANSIT OPERATOR** (hereinafter "Transit Services").
3. Pursuant to the Strategic Implementation Plan and Go Sonoma, **AUTHORITY** is committed to make available quarterly payments to **TRANSIT OPERATOR** based on actual receipts of sales tax revenue and as accounted for in the Coordinated Claim to assist **TRANSIT OPERATOR** in providing Transit Services.
4. Pursuant to the Strategic Implementation Plan and Go Sonoma, **AUTHORITY** is committed to make available reimbursement for expenditures, up to 2% of Go Sonoma Transit (GST) funding per **TRANSIT OPERATOR's** formula share, for Free Fare Programs

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

SECTION I

1. Compliance with Laws. With regard to providing Transit Services, **TRANSIT OPERATOR** 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.

2. Records. To allow **AUTHORITY** to audit all expenditures relating to Transit Services. funded through this Agreement. For the duration of the Transit Services funded under this Agreement, and for five (5) years following the discharge of this Agreement, **TRANSIT OPERATOR** shall make available to **AUTHORITY** all records relating to expenses incurred in performance of this Agreement.
3. Reporting Requirements. To provide annual updates on the Transit Services to **AUTHORITY** in the form attached hereto as Exhibit A.

SECTION II

AUTHORITY AGREES:

1. Allocation of Funding. Consistent with its Strategic Implementation Plan, to make available Go Sonoma funds to **TRANSIT OPERATOR** for such Transit Services based on the formula set forth in the annually adopted Coordinated Claim. **AUTHORITY** shall distribute such funds to **TRANSIT OPERATOR** on a quarterly basis.
2. Notice of Audit. To provide timely notice to **TRANSIT OPERATOR** if an audit is to be. conducted.

SECTION III

IT IS MUTUALLY AGREED:

1. Term. This Agreement will remain in effect until discharged as provided in Paragraph 2 or 12 of this Section III.
2. Discharge. This Agreement shall be subject to discharge as follows:
 - a. This Agreement may be cancelled 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 2(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 **TRANSIT OPERATOR** has failed to meet the reporting or basic operational requirements under Go Sonoma or the Strategic Implementation Plan, **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 **TRANSIT OPERATOR**.
 - b. By mutual consent of the Parties, this Agreement may be terminated at any time. Upon termination by mutual consent, **TRANSIT OPERATOR** shall repay to **AUTHORITY** any unexpended funds originally provided to **TRANSIT OPERATOR** under this Agreement, and any interest that has accrued thereon.

3. Indemnity. **TRANSIT OPERATOR** agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to **AUTHORITY**, and to defend, indemnify, hold harmless, reimburse and release **AUTHORITY**, its officers, agents, employees, successors and assigns from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by **AUTHORITY** to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including **TRANSIT OPERATOR**, arising out of or in connection with the receipt or use of funds provided pursuant to this Agreement, whether or not there is concurrent negligence on the part of **AUTHORITY**, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of **AUTHORITY**. If there is a possible obligation to indemnify, **TRANSIT OPERATOR's** duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. **AUTHORITY** shall have the right to select its own legal counsel at the expense of **TRANSIT OPERATOR**, subject to **TRANSIT OPERATOR's** approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for **TRANSIT OPERATOR** or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
4. 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 TRANSIT OPERATOR

Gina Benedetti-Petnic, Interim Director of
Public Works
City of Petaluma
1318 Redwood Way
Petaluma, CA 94954
(707) 778-4311
Email gpetnic@cityofpetaluma.org

To AUTHORITY

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

5. 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.
6. 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.
7. 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.
8. Independent Agency. **TRANSIT OPERATOR** renders its services under this Agreement as ... an independent agency. None of the **TRANSIT OPERATOR's** agents or employees shall be agents or employees of **AUTHORITY**.
9. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
10. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of **AUTHORITY** or **TRANSIT OPERATOR** 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.
11. 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.
12. 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 **TRANSIT OPERATOR**, 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.

PETALUMA TRANSIT

SONOMA COUNTY TRANSPORTATION
AUTHORITY

By:

Peggy Flynn, City Manager

By:

Name, Chair of the Board

ATTEST

APPROVED AS TO SUBSTANCE

By:

Caitlin Corley, City Clerk

By:

Name, Executive Director

APPROVED AS TO LEGAL FORM FOR
TRANSIT OPERATOR

By:

Eric Danly, City Attorney

By:

Name, County Counsel

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EXHIBIT A
FORM OF REPORTING LETTER

PROJECT SPONSOR LETTERHEAD

Please refer to the Reporting Instructions and Submittal Requirements before sending your completed Annual Reporting Letter and Financial Annual Audit to the SCTA. The Annual Reporting Letter is due to the SCTA by September 15. The Annual Financial Audit is due to the SCTA by December 31.

Date

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

Go Sonoma Transit Program - Annual Reporting Letter – FY _____

Dear SCTA Chair:

The City of / County of _____ is pleased to present information related to Go Sonoma funding for the above-mentioned program for FY _____ Reported:

The Transit allocation expenses for this fiscal year were used for the following:

Go Sonoma Financial Information		
A.	FY Reported Allocations	\$ -
B.	Unspent Prior Allocations	\$ -
C.	Interest earned on Unspent Prior Allocations	\$ -
D.	Total Funding Available in FY Reported	\$ -
E.	Total Funding Spent in FY Reported	\$ -
F.	Total Go Sonoma Rollover to Next FY	\$ -

Estimate the amount of Go Sonoma funding spent on each type of work:		
G.	Operations	\$ -
H.	Maintenance	\$ -
I.	Capital	\$ -
J.	Other	\$ -
K.	Total Funding Spent in FY Reported	\$ -

Description of Go Sonoma Expenditures on Transit Operations & Maintenance

- L. Describe work done with Transit Funding on such work as operations, maintenance or capital projects. Did Go Sonoma allow you to increase ridership or operations? Please give details.

Report on Public Information Requirements

- M. Did you display the Go Sonoma logo on signs at the construction site or on vehicles? Please enclose picture.
- N. Did you provide digital pictures of transit vehicles and capital projects?
- O. Did you identify Go Sonoma on your web site? Please provide link. If not, please explain why and when the logo will be placed on website.
- P. Did you include the SCTA and Go Sonoma in any press releases, ground breakings or ribbon cuttings?
- Q. Identify project benefits and discuss how the funds from this program category assist in congestion relief.
- R. Identify how the project is addressing the goals of Go Sonoma as set out in the expenditure plan.
- S. Did you provide a copy of your Annual Audit (for TDA or other federal funds) to the SCTA indicating how Go Sonoma funds were used? Please explain.

To meet our reporting requirements, we are submitting an original signed copy on our letterhead. In addition, we have also emailed an electronic copy to the SCTA.

We have also attached prints of photographs and/or have provided the same photos in jpeg file format.

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

Name:

Phone:

Email:

Sincerely,

SIGNATURE REQUIRED

Name

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