

COOPERATIVE FUNDING AGREEMENT NO. G20400E1
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF PETALUMA

This Agreement is made and entered into as of April 1, 2025 (“Effective Date”) by and between the City of PETALUMA, 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 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 **CITY** desire to enter into a Cooperative Funding Agreement to define a framework to enable the two parties to work cooperatively in allocating funding for local road maintenance and related eligible work as described in the Strategic Implementation Plan (hereinafter “Go Sonoma Roads”).
3. Each party to the Agreement is a public agency duly authorized and existing under the laws of the State of California.
4. **CITY** desires to undertake Go Sonoma Roads projects to maintain existing roads on an as needed basis, and to utilize Go Sonoma funding to help defray costs of those Go Sonoma Roads projects, to the extent such funds have been set aside by the **AUTHORITY** in the Strategic Implementation Plan for the benefit of the **CITY**.
5. **CITY** is authorized in accordance with Section 9 of Article XI of the California Constitution to establish, purchase and operate public works in order to furnish residents with light, water, power, heat, transportation, or means of communication.
6. Pursuant to the Strategic Implementation Plan and Go Sonoma, **AUTHORITY** is committed to make available quarterly payments to **CITY** for such Go Sonoma Roads Projects based on the formula set forth in Go Sonoma.
7. **AUTHORITY** is authorized in accordance with §180152 and 180205 of the Local Transportation Authority and Improvement Act (California Public Utilities Code §180000 *et seq*, hereinafter referred to as the Local Transportation Act”) to make contracts and enter into stipulations of any nature whatsoever and to do all acts necessary and convenient for the full exercise of the powers imposed under the Local Transportation Act for the construction, maintenance improvement and operation of local streets, roads, and highways, and for the construction improvement, and operation of public transit systems.

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

SECTION I

CITY AGREES

1. Compliance with Laws. With regard to the Go Sonoma Roads projects, 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 the Agreement.
2. Records. To allow AUTHORITY to audit all expenditures relating to Go Sonoma Roads projects funded through this Agreement. For the duration of the Go Sonoma Roads Projects funded under this Agreement, and for five (5) years following the termination of this Agreement, CITY 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 Go Sonoma Roads Projects 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 CITY for such Go Sonoma Roads Projects (also referred to as "GSR") based on the formula set forth in Go Sonoma. AUTHORITY shall distribute such funds to CITY on a quarterly basis.
2. Notice of Audit. To provide timely notice to CITY 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. Termination. This Agreement shall be subject to termination as follows:
 - a. This Agreement may be canceled by a non-breaching 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 **CITY** 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 **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.

3. Indemnity.

- a. 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.

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 CITY

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

James R. Cameron, Executive Director
411 King Street
Sant 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. **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**.
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 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.
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 **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 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, Chair of the Board

ATTEST:

APPROVED AS TO SUBSTANCE:

By:

Caitlin Corley, City Clerk

By:

James R. Cameron, Executive Director

APPROVED AS TO LEGAL FORM FOR CITY:

By:

Eric Danly, City Attorney

By:

Adam Brand, County Counsel

COOPERATIVE FUNDING AGREEMENT NO: G20400E1
Between the SONOMA COUNTY TRANSPORTATION AUTHORITY
And CITY OF PETALUMA
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 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

Go Sonoma Roads Program (GSR) - 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 above referenced program for FY _____ Reported:

Go Sonoma Roads allocation expenses in this fiscal year included the following:

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		\$	-

G.	Overlay Program		\$	-
H.	Maintenance Program		\$	-
I.	ITS		\$	-
J.	Traffic Calming		\$	-
K.	Other		\$	-
L.	Total Funding Spent in FY Reported		\$	-

Description of Go Sonoma Expenditures on Local Streets Maintenance

M. Describe work done with Go Sonoma Roads Funding on such work as overlays, general maintenance, pothole repair, ITS, and traffic calming. *(insert text below table)*

Street/Road/Location Treated	Total Length	PCI Before/After

Please enter any further description of project or work completed here:

N. Describe how multimodal needs were considered?

Report on Public Information Requirements

O. Did you display the Go Sonoma logo on signs at the construction site or on vehicles?
Please enclose picture.

P. Did you provide digital pictures of projects before, during and after construction?

Q. Did you identify Go Sonoma on your web site? Please provide link.

R. Did you include SCTA and Go Sonoma in any public outreach/engagement?

S. Please Identify Go Sonoma funding benefits and discuss how Go Sonoma funds assisted in delivering your program.

T. Has there been a change in your total road miles in the Pavement Management Program?
Please explain.

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

We have sent electronic format photographs 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, District Director)