

COOPERATIVE FUNDING AGREEMENT NO. SCTA24026

BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF PETALUMA

This Agreement is made and entered into as of _____, 2024 ("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**."

WHEREAS, **AUTHORITY** is coordinating various traffic safety projects being funded through a joint Safe Streets and Roads for All grant award, which includes the Lakeville Corridor Multi-Modal Improvements Study as recommended by the **CITY**, as more particularly described in Exhibit A to this Agreement; and

WHEREAS, **CITY** has a financial plan dedicating funding to its Safe Streets and Roads project, the Lakeville Corridor Multi-Modal Improvements Study, which is attached hereto as Exhibit B; and

WHEREAS, **CITY** is willing to make available the amount of FIFTY THOUSAND DOLLARS (\$50,000) as local match for federal SS4A funding; and

WHEREAS, **AUTHORITY** is willing to manage grant funding agreements with FHWA, and manage the consultant contract to conduct work associated with and complete the Lakeville Corridor Multi-Modal Improvements Study project.

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

SECTION I

AUTHORITY AGREES:

1. Petaluma Lakeville Corridor Multi-Modal Improvements Study Completion. To work with consultant toward timely completion of the Petaluma Lakeville Corridor Multi-Modal Improvements Study.

2. Compliance with Laws. With regard to administering and completing the Lakeville Corridor Multi-Modal Improvements Study, **AUTHORITY** shall at all times comply with all applicable laws of the United States, the State of California, and 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, including but not limited to compliance with all applicable prevailing wage requirements under the California Labor Code.

3. Records. To allow **CITY** to audit all expenditures relating to the SS4A – Lakeville Corridor Multi-Modal Improvements Study 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, **AUTHORITY** shall make available to **CITY** all records relating to expenses incurred in performance of this Agreement.

4. Close-Out. Upon completion of the project, **AUTHORITY** shall submit all receipts to **CITY** for review. All unused funds must be returned to **CITY** and any funds used for other than the project shall be subject to immediate reimbursement by **AUTHORITY** to **CITY**.

SECTION II

CITY AGREES:

1. **AUTHORITY Expenses.** Upon execution of this Agreement, **CITY** shall pay **AUTHORITY** the amount of FIFTY THOUSAND DOLLARS (\$50,000), for a portion of **AUTHORITY's** costs to complete the project.
2. **Notice of Audit.** To provide timely notice to **AUTHORITY** 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 to the amount of funds identified in Exhibit B and to approved appropriations by the Petaluma City Council. If funds beyond those identified in Exhibit B are necessary to complete the project, **CITY** will cooperate with **AUTHORITY** to identify and secure new or increased fund commitments, although no such additional funds are guaranteed. **CITY** is the only party obligating funds in this agreement.

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

3. **Termination.** This Agreement shall be subject to termination 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 because **AUTHORITY** has failed to wholly or partially complete the project, **CITY** 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 to the **CITY** from any other funds due from the **AUTHORITY**.
- b. By mutual consent of both parties, this Agreement may be terminated at any time. Upon termination by mutual consent, **AUTHORITY** shall repay to **CITY** any unexpended funds originally provided to **AUTHORITY** 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**: Bjorn Gripenburg
Project Manager – City of Petaluma Public Works and
Utilities
202 N. McDowell Blvd
Petaluma, CA 94954

To **AUTHORITY**: James Cameron
Executive Director Sonoma County Transportation Authority
411 King Street
Santa Rosa, CA 95404
(707) 565-5373
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. **AUTHORITY** renders its obligations under this Agreement as an independent agency. None of the **AUTHORITY's** agents or employees shall be agents or employees of the **CITY**.

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 **CITY** or **AUTHORITY** 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 **CITY** 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.

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

CITY OF PETALUMA

SONOMA COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____
James Cameron, Executive Director

ATTEST:

APPROVED AS TO SUBSTANCE:

By: _____

By: _____
Legal Counsel Authority

APPROVED AS TO LEGAL FORM
FOR CITY:

By: _____
City Attorney

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BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF PETALUMA

EXHIBIT A DESCRIPTION OF THE LAKEVILLE CORRIDOR MULTI-MODAL IMPROVEMENTS STUDY

Project Title: Lakeville Corridor Multi-Modal Improvements Study

Project Location/Description:

Lakeville Highway (State Route 116)/Lakeville Street corridor from City Limits to Petaluma Boulevard North. This study will examine existing conditions, engage the community and relevant partner agencies, and develop near, mid, and long-term recommendations to improve safety and connectivity for all modes of travel. The study will include detailed recommendations to improve safety, accessibility, and connectivity along and across the Lakeville corridor, as well as nearby parallel alternatives with lower traffic exposure for people traveling by foot and bike. Implementation strategies will be included for each recommendation to identify agency roles and assist with funding/implementation efforts.

The Lakeville corridor is included in the VZAP High-Injury Network and was identified as a priority in the City's LRSP due to a high frequency and severity of collisions. In Petaluma from 2018-22, 14 percent of all reported collisions and 19 percent of all reported collisions resulting in a severe injury or death occurred along the Lakeville corridor.

Safe Streets and Roads for All Goals:

This study will result in the identification of near, mid, and long-term recommendations to improve safety and connectivity for all modes of travel along the Lakeville corridor, which is included in the VZAP High-Injury Network and was identified as a priority in the City's LRSP due to its high frequency and severity of collisions. In Petaluma from 2018-22, 14 percent of all reported collisions and 19 percent of all reported collisions resulting in a severe injury or death occurred along the Lakeville corridor.

The study will include detailed recommendations to improve safety, accessibility, and connectivity along and across Lakeville Highway and Lakeville Street, as well as on nearby parallel alternatives with lower traffic exposure for people traveling by foot and bike.

- **Employing low-cost, high-impact strategies that can improve safety over a wide geographic area;**

The study will produce near-term recommendations, which would be relatively low-cost, easy-to-implement improvements that don't require extensive design, environmental studies, right-of-way acquisition, etc.

- **Ensuring equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities¹; *Please refer to the ETCE and CEJST maps and discuss how this project will serve underserved communities identified in those tools.***

The project will serve a USDOT Equitable Transportation Community Explorer Transportation Disadvantaged Community that is located between East Washington Street and US-101 (see attached map).

- **Engaging and collaborating with the public;**

This study will involve extensive community engagement, including:

- 1) Presentations to relevant Committees/Commissions and City Council;
- 2) Community/neighborhood-focused workshops;
- 3) Bilingual postcards to affected properties;
- 4) Project webpages with email sign-up forms;
- 5) Email updates to project subscribers; and
- 6) Announcements in the City's "Community Update" email bulletin and on its social media channels.

- **Considering climate change, sustainability, and economic competitiveness; including job creation;**

This study will produce future improvements that benefit all road users, but especially people walking and bicycling, thus contributing to reduced greenhouse gas emissions from transportation.

The Lakeville corridor is vital to the City's economy as major connector between Downtown Petaluma, several industrial and business parks with major employers, agriculture, and neighboring counties to the south and east.

¹ An underserved community has been defined in the SS4A NOFO as consistent with the Office of Management and Budget (OMB) and DOT definitions of disadvantaged community designation, which includes any Tribal land; any territory or possession of the United States; or U.S. Census tracts identified in either the USDOT Equitable Transportation Community Explorer (ETCE), or The Climate and Economic Justice Screening Tool (CEJST). Only one option may be used to identify underserved communities. Links to maps identifying areas using these criteria are available in the "Useful links" section of this application packet.

The identification of near, mid, and long-term projects on the corridor will generate jobs for years to come.

- **Completing the project and strategies within five years after the establishment of a grant agreement;**

Given that this is a study, there are no challenges anticipated in meeting the five-year deadline following obligation.

- **Incorporating complete street approaches and strategies²;**

The study will closely examine the needs of and provide recommendations that would improve safety, connectivity, and accessibility for all road users.

- **Incorporating evidence-based projects and strategies; and**

Proposed improvements will draw from the Federal Highway Administration’s “Proven Safety Countermeasures” for their demonstrated ability to reduce collisions, as well as other industry-leading guidelines and countermeasures endorsed by groups like the National Association of City Transportation Officials (NACTO).

Sonoma County Vision Zero Action Plan (VZAP) and Local Road Safety Plans (LRSP):

How Does the project support the goals, projects, and objectives included in the Sonoma County Vision Zero Action Plan or a Local Road Safety Plan? Please Identify specific VZAP Actions and or LRSP projects or actions and describe how this project supports them. Refer to the countywide or local High Injury Network (HIN) or High Injury Intersections (HII) and/or local HIN where appropriate³.

The Lakeville corridor is included in the VZAP High-Injury Network and was identified as a priority in the City’s LRSP due to its high frequency and severity of collisions. The project supports the following VZAP Actions:

- 1.1: Review speeds and posted limits on the High Injury Network, set context appropriate speeds, and implement speed mitigation measures based on findings and legislative authority.
- 4.3: Seek sustainable funding sources for projects designed to meet Vision Zero safety goals and prioritize projects in Equity Priority Communities (EPCs)

² A Complete Street includes, but is not limited to: sidewalks, curb ramps, bike lanes (or wide paved shoulders), special bus lanes, accessible public transportation stops, safe and accommodating crossing options, median islands, pedestrian signals, curb extensions, narrower travel lanes, and roundabouts.

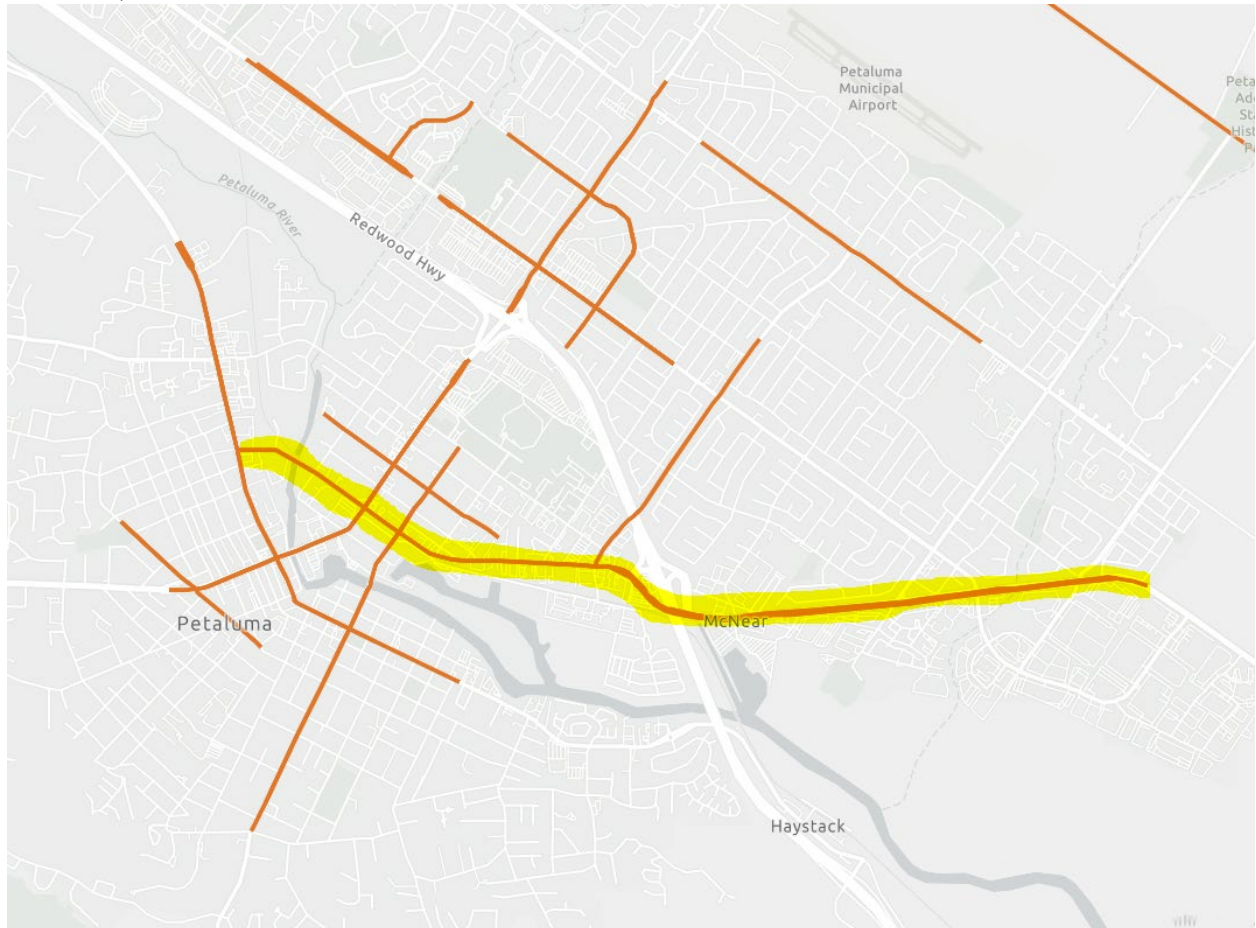
³ HIN/HII map: <https://arcg.is/1SK04r>

- 4.6: Close gaps in bicycle and pedestrian networks and design facilities for all-ages and all abilities
- 4.7: Deploy a toolbox of multi-modal safety design elements and countermeasures to systemically address high-risk intersections and corridors
- 4.8: Update street design standards to reflect the latest research and best practices around safety and Complete Streets, with an emphasis on serving diverse road users of all ages and abilities

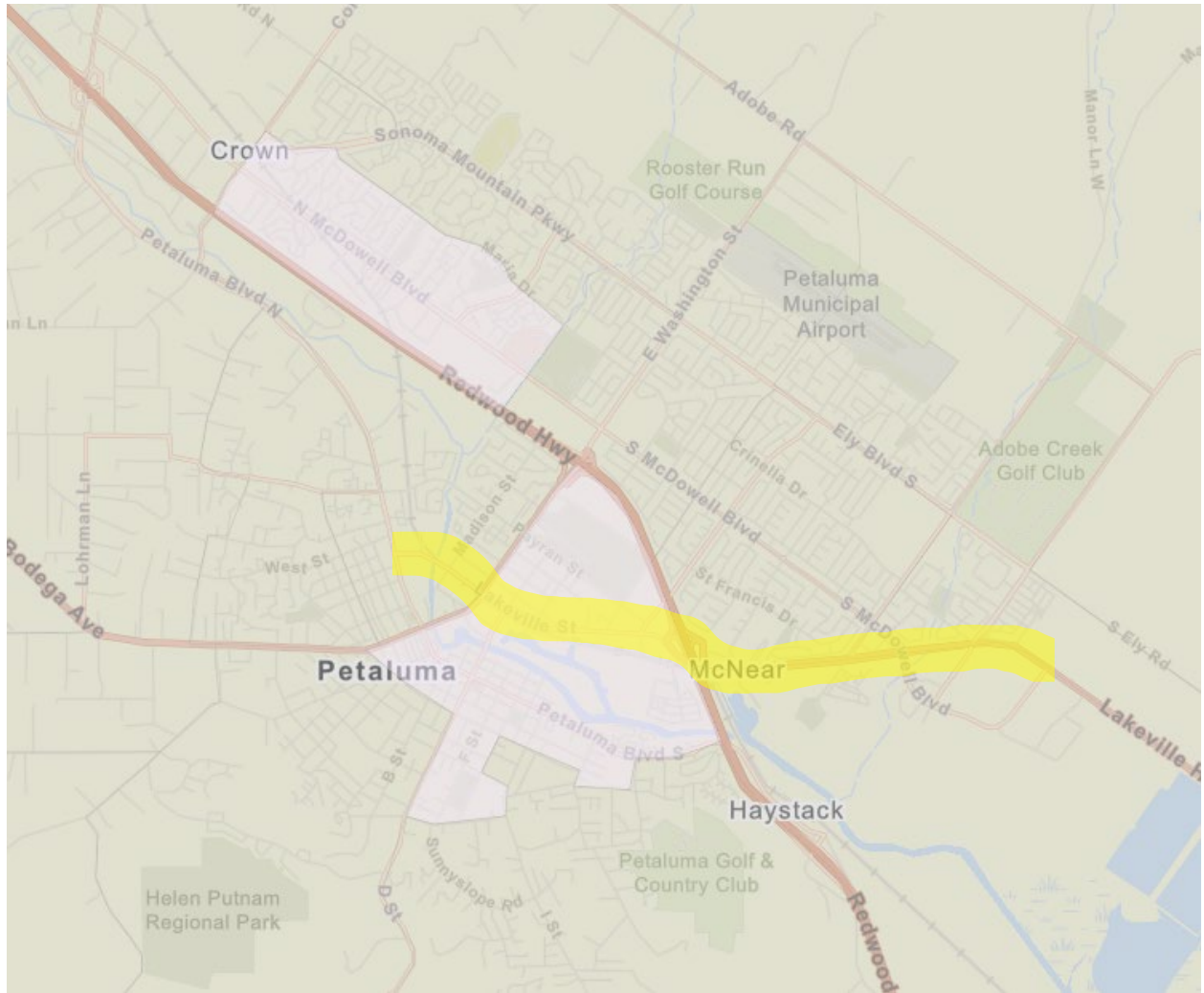
Project Status and Schedule: Provide a schedule demonstrating the ability to deliver the project within 5 years after grant agreement and obligation. Provide a detailed activity schedule along with major project and strategy milestones as an attachment. Include assumptions and risks concerning the project schedule, for example environmental requirements for biological studies, cultural resource studies and tribal consultation, encroachment permits or other coordination needed from Caltrans, etc. Specifically address deliverability and project readiness. Examples of such milestones include start and completion of National Environmental Policy Act (NEPA) and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications, and estimates; procurement; state and local approvals; status of inclusion in MTC's Transportation Improvement Program (TIP); public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts, and possible mitigation for those impacts. When a project results in impacts, an award recipient must take steps to engage the public. At a minimum, the project readiness narrative and detailed project activity schedule must include the applicability and disposition of: NEPA and Federal environment reviews and approvals; utility relocation; and right-of-way acquisition.

Phase	Begin Date	End Date
Scoping	9/24	12/24
ENV	N/A	N/A
PSE	N/A	N/A
R/W	N/A	N/A
CON/CON Non-Infrastructure	1/25	12/25

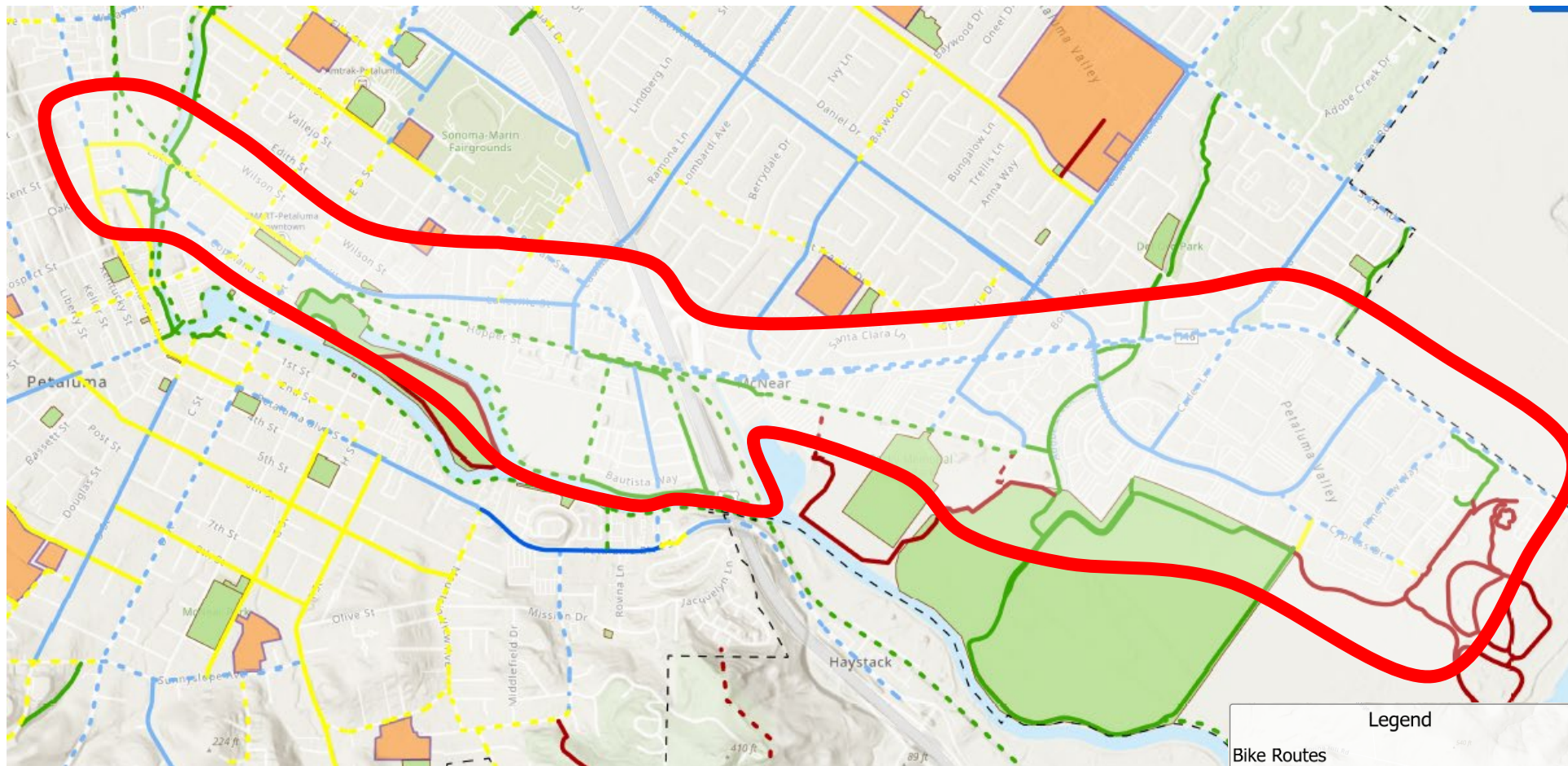
Project Map and Supplemental Materials: Include a map of project location. If possible include locations of underserved areas and HIN/HII on this map. Include any supplemental materials such as local legislative body action related to project, detailed project documents, diagrams, and concepts, excerpts from LRSPs or other local documents referencing the project, or other relevant supporting materials, as attachments.



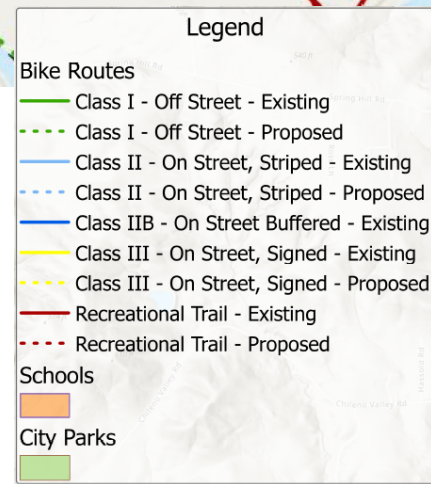
Sonoma County Vision Zero Action Plan: High-Injury Network (study corridor highlighted in yellow)



USDOT Equitable Transportation Community Explorer: Transportation Disadvantaged Communities (study corridor highlighted in yellow)



Existing and Planned Bicycle Network (study corridor outlined in red)



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EXHIBIT B
FINANCIAL PLAN

Project Cost & Funding:

		Fund Source by Phase (in thousands)			Project Status by Phase
Phase	Total Cost	Grant Request	Other Funds		% Complete
Planning/ Conceptual	\$250,000	\$200,000	\$50,000	Local funds	0%
Environmental Studies (PA&ED)	\$0	\$0	\$0	N/A	N/A
Design Engineering (PS&E)	\$0	\$0	\$0	N/A	N/A
Right-of-way	\$0	\$0	\$0	N/A	N/A
Construction	\$	\$0	\$0	N/A	N/A
Total	\$250,000	\$200,000	\$50,000		