

**COOPERATIVE FUNDING AGREEMENT NO.M70510 BETWEEN THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY AND THE COUNTY OF SONOMA**

This Agreement is made and entered into as of \_\_\_\_\_, 2019 (“Effective Date”) by and between the COUNTY OF SONOMA hereinafter referred to as “**COUNTY**” and the **SONOMA COUNTY TRANSPORTATION AUTHORITY** hereinafter referred to as “**AUTHORITY.**”

**RECITALS**

1. **AUTHORITY** adopted that certain 2019 Strategic Plan that sets forth **AUTHORITY**’s program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as “Measure M”). The 2019 Strategic Plan as such plan may be amended from time to time is hereinafter referred to as the “Strategic Plan”.

2. Pursuant to the Strategic Plan and Measure M, **AUTHORITY** and **COUNTY** desire to enter into a Cooperative Funding Agreement to define a framework to enable the two parties to work cooperatively in developing Bicycle and Pedestrian transportation improvements on Arnold Drive in Sonoma County (hereinafter referred to as “Arnold Drive Bike Project” a Bicycle and Pedestrian Program project).

3. In connection with the Bicycle and Pedestrian Program Improvements, **COUNTY** desires to complete the Arnold Drive Bike Lane Feasibility Study between the intersections of Petaluma Avenue and Madrone Road, as more particularly described in Exhibit A to this Agreement (hereinafter referred to as the “Project”).

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

5. Pursuant to the Strategic Plan and Measure M, **AUTHORITY** is committed to make available up to \$250,000 in 2004 dollars to assist with the Project.

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

**SECTION I**

**COUNTY AGREES:**

1. Project Completion. To timely complete the Project in accordance with the deadlines set forth in the Project Plan.

2. Invoices. Should **COUNTY** desire reimbursement of its expenses in connection with this Agreement, **COUNTY** shall do so by requesting a specific appropriation of Measure M 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**, **COUNTY** 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 **COUNTY** 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.

3. Compliance with Laws. With regard to administering and completing the Project, **COUNTY** 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.

4. 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, **COUNTY** shall make available to **AUTHORITY** all records relating to expenses incurred in performance of this Agreement.

5. Reporting Requirements. To provide annual updates on the PROJECT to **AUTHORITY** in the form attached hereto as Exhibit D.

## SECTION II

### **AUTHORITY AGREES:**

1. Reimbursement of COUNTY Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at \$250,000 in 2004 dollars) to assist with the Project. **AUTHORITY** shall process **COUNTY** 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 **COUNTY** 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 **COUNTY** to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of **COUNTY**.

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 **COUNTY** 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 Measure M funds due **COUNTY**.

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

4. Indemnity. **COUNTY** 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 **COUNTY**, 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, **COUNTY**'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 **COUNTY**, subject to **COUNTY**'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 **COUNTY** or its agents under workers' compensation acts, disability benefits 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 **COUNTY**: Johannes J. Hovertsz  
Director Sonoma County Transportation and Public Works  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403

To **AUTHORITY**: Suzanne Smith  
Executive Director Sonoma County Transportation Authority  
411 King Street  
Santa Rosa, CA 95404  
(707) 565-5373  
suzanne.smith@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. **COUNTY** renders its services under this Agreement as an independent agency. None of the **COUNTY**'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 **COUNTY** 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 Measure M. 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 **COUNTY**, 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.

COUNTY OF \_\_\_\_\_

SONOMA COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Chair, Sonoma County Board of Supervisors

By: \_\_\_\_\_  
SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Suzanne Smith, Executive Director

APPROVED AS TO LEGAL FORM  
FOR **COUNTY**:

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Legal Counsel Authority

**COOPERATIVE FUNDING AGREEMENT NO.M70510 BETWEEN THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY AND  
EXHIBIT A  
DESCRIPTION OF THE PROJECT**

In 1990 the Sonoma County Department of Public Works (now Sonoma County Transportation & Public Works) designed a reconstruction and widening project for Arnold Drive between Petaluma Avenue and approximately 400 feet north of Loma Vista Avenue to conform with an existing 36 foot wide roadway. In general, this project consisted of widening/reconstructing Arnold Drive to construct a 36 foot wide roadway (minimum). The roadway included 12' traffic lanes and 6' paved shoulders to function as Class 2 Bike Lanes.

A segment of the project between Petaluma Avenue and approximately 200 feet northerly of Country Club Drive was subsequently constructed. Later, the intersection of Arnold Drive with Agua Caliente/Hanna Center was improved approximately 200 feet north and south of Agua Caliente. The unimproved roadway from north of Country Club Drive to north of Loma Vista Drive is generally 22-24 feet of paved travel lanes and minimal to no shoulder.

In the 2019 Measure M Strategic Plan, the Arnold Drive Bile Project Expenditure Plan description states:

“Build shoulders on Arnold Drive just north of the middle school to add bike lanes through Sonoma Developmental Center and Glen Ellen to Highway 12. This would continue the existing bike lane on Arnold Drive at Petaluma Avenue.”

Due to past opposition to removing trees for widening Arnold Drive, the County proposes to conduct a feasibility study prior to undertaking a new design for this project. The County will contract for a feasibility study to be completed by a consultant. Further project details will be determined after the feasibility study is completed.

**Scope of Services**

The consultant will develop aerial display of project limits suitable for public presentations, determine areas of widening that can be accomplished without substantial removal of trees, determine the needs/locations of meandering bike path, identify special design features that will be required, identify impacts to properties and utilities affected and offer overall opinion on the feasibility of constructing the proposed improvements within the given constraints.

The project will also include reimbursement of County costs to provide review, oversight and administration of the consultant contract.

**COOPERATIVE FUNDING AGREEMENT NO.M70510 BETWEEN THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY AND**

**EXHIBIT B**

**FINANCIAL PLAN AND SCHEDULE (2004 Dollars)**

**Funding**

<b><u>Fiscal Year</u></b>	<b><u>Prior</u></b>	<b><u>FY18/19</u></b>	<b><u>FY19/20</u></b>
Amount	0	250,000	0

**Schedule**

<b>Project Development Phase</b>	<b>Begin (MO/YR)</b>	<b>End (MO/YR)</b>
Select Consultant	11/2018	2/2019
Negotiate and Execute Contract	1/2019	1/2019
Project kick-off meeting.	1/2019	1/2019
Draft Study for Review	6/2019	10/2019
Review and Finalize Study	9/2019	12/2019

**COOPERATIVE FUNDING AGREEMENT NO. 70510 BETWEEN THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY AND COUNTY OF SONOMA  
EXHIBIT C  
REQUEST FOR FUNDING APPROPRIATION**



**Integrated Waste  
Road & Bridge Operations  
Sonoma County Airport  
Sonoma County Transit**

**Johannes J. Hoevertsz, Director**

Trish Pisenti, Deputy Director- Transportation & Operations  
Janice Thompson, Deputy Director- Engineering & Maintenance

Date

SCTA Chair

Sonoma County Transportation Authority  
411 King Street,  
Santa Rosa, CA 95401

FUNDING APPROPRIATION REQUEST

PROJECT NAME: ARNOLD DRIVE BIKE LANES

AGREEMENT NO. M70510

Dear SCTA Chair:

The County of Sonoma hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next Board meeting for the Arnold Drive Bike Lane Widening Feasibility Study.

The County has entered into a cooperative funding agreement with the SCTA (Coop # \_\_\_\_). Below is the specific appropriation request information.

Project Name & Description:	<u>Arnold Drive Bike Lanes</u>
Project Category:	Local Street Project
Phase Development Phase of this Appropriation:	Project Feasibility Study
Programming Year for this Appropriation	
Amount of Measure M Appropriation Request	



Amount of Local Funding	
Amount of Other Funding	
Total Project Cost	

The current schedule for the project is:

Project Development Phase	Begin	Complete
Scoping		
Environmental		
Right of Way		
Plans, Specs, and Estimates		
Construction		

Sincerely,

Johannes Hovertsz  
 Director, Transportation and Public Works

cc:

2300 COUNTY CENTER DRIVE, SUITE B 100 SANTA ROSA, CA 95403 ❖ PH: 707.565.2231 ❖ FAX: 707.565.2620  
[www.sonoma-county.org/tpw](http://www.sonoma-county.org/tpw)

**COOPERATIVE FUNDING AGREEMENT NO. \_\_\_\_\_ BETWEEN THE SONOMA  
COUNTY TRANSPORTATION AUTHORITY AND**

**EXHIBIT D**

**PROJECT REPORTING LETTER**



**Integrated Waste  
Road & Bridge Operations  
Sonoma County Airport  
Sonoma County Transit**

**Johannes J. Hoevertsz, Director**

Trish Piseni, Deputy Director- Transportation & Operations  
Janice Thompson, Deputy Director- Engineering & Maintenance

Date

Sonoma County Transportation Authority  
490 Mendocino Avenue, Suite 206  
Santa Rosa, CA 95401

[Name of Project] - Annual Reporting Letter - FY 2018/19

Dear SCTA Chairman:

The County of Sonoma is pleased to present information related to Measure M funding for the following project for FY 2018/19 Reported:

Work was performed on the following project using Measure M funds including:

A.	Project Name: Arnold Drive Bike Lane Feasibility Study	
	Project Phase/Development Phase:	
B.	Amount Appropriated in Previous Fiscal Years	<u>\$0</u>
C.	Total Amount of Unexpended Appropriations from Prior FY	<u>\$0</u>
D.	Amount Appropriated in FY 2018/19	<u>\$250,000</u>
E.	Reimbursements Received in FY 2018/19	<u>\$TBD</u>
F.	Amount of Matching Funds Provided	<u>\$0</u>
G.	Total Measure M Reimbursements Received in Prior Years	<u>\$0</u>
H.	Total Measure M Funding Reimbursed to Date	
I.	Total Measure M Funding Reimbursed to Date	

J. Describe work completed this fiscal year.

K. How were bike/pedestrian needs considered? The purpose of this project is to determine feasibility of a widening project to close a gap in existing class 2 bike lanes/road shoulders along this segment of Arnold Drive.

L.	Overall Status of Project by Phase	% Complete	Est. Completion Date
	Scoping	100	12/2018
	Select Consultant	75%	2/2019
	Negotiate and Execute Contract	<u>0%</u>	5/2019
	Project kick-off meeting	<u>0%</u>	6/2019
	Draft study for review	<u>0%</u>	10/2019
	Review and Finalize Study	<u>0%</u>	12/2019

M. Describe where you displayed the Measure M logo, such as on signs at the construction site or on vehicles? Please enclose pictures. N/A

N. Provide digital pictures of projects before, during and after construction. N/A

O. Did you identify Measure M on your web site? Please provide link.N/A

P. Identify project benefits and discuss how Measure M funds assisted in project delivery. By determining the feasibility of this project decisions can be made to prioritize the design and construction of these improvements. Without Measure M funding this feasibility study will not be initiated at this time.

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 project information please contact:

Name:

Phone:

Email:

Sincerely,

---

Johannes J. Hoevertsz  
 Director of Transportation & Public Works Director