

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: August 6, 2024

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To: Honorable Mayor and City Councilmembers
From: Toni Bertolero, Engineering Consultant, GHD
Subject: Approval of Two Cooperative Agreements with the Sonoma County
Transportation Authority for the a) Go Sonoma Roads Grant Funding and b) the
Bodega Avenue Bike Lanes Phase 2 Project Funding

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RECOMMENDATIONS:

Staff recommends the Sebastopol City Council approve the two Cooperative Agreements with the Sonoma County Transportation Authority (SCTA) for the a) Go Sonoma Roads Grant Funding and, b) Bodega Avenue Bike Lanes Phase 2 Project Funding.

EXECUTIVE SUMMARY:

The item is to request Council approval of the two cooperative agreements with SCTA. The City was awarded a \$2.24 million Go Sonoma transportation grant from SCTA for the Bodega Avenue Phase 2 Project (Project). This Project is included in the adopted Fiscal Year 2024-25 Capital Improvement Plan and 5-year Capital Improvement Program (CIP) and includes Bodega Avenue installation of bike lanes and rehabilitation of the pavement from Nelson Way/Robinson Road to Pleasant Hill Road (see Attachment 3).

The first cooperative agreement (Attachment 1) is the Go Sonoma Roads grant funding framework and outlines grant requirements such as authorizing SCTA to audit Project expenditures and providing annual reports to SCTA. The second cooperative agreement (Attachment 2) is a funding agreement that identifies the \$2.24 million grant amount, a requirement that a 15% local match is required, and a general description of the Project.

BACKGROUND AND DISCUSSION:

The Go Sonoma Act as passed by the voters of Sonoma County continues, for 20 years, the existing Measure M ¼-cent sales tax dedicated to transportation, beginning April 1, 2025 and continuing to March 31, 2045. Go Sonoma transportation funds are administered by the SCTA. The City currently receives Measure M funding from the SCTA through a formulaic allocation under the Local Streets Rehabilitation (LSR) program. This allocation is based on the City’s share of the County’s total population and road centerline miles, with a formula updated annually using Department of Finance population figures and centerline miles reported by the local jurisdictions. The City is anticipated to receive approximately \$84,500 in Measure M LSR funds in Fiscal Year 2024-25.

Under Go Sonoma, the LSR program has been replaced by the similar Go Sonoma Roads (GSR) program, and the percentage of the measure devoted to that program has increased from 20% to 38% of total Go Sonoma revenue. Eligible expenses under the GSR program relate directly to fixing existing roads and keeping them maintained. Traffic calming, bicycle/pedestrian facilities, and intelligent transportation system technology and system implementation are eligible for sales tax revenue in this program category. A cooperative agreement with SCTA is required to be executed before the first distribution of GSR funds to the City (Attachment 1).

The City applied for funding for Bodega Avenue Bike Lanes Phase 2 project and was awarded \$2.24 million for the Project by the SCTA through the Go Sonoma Move Traffic and Improve Safety (MTIS) competitive program.

STAFF ANALYSIS:

Bodega Avenue Phase 1 project (High Street to Nelson/Robinson Road) was mainly funded with federal transportation OBAG-2 grant (One Bay Area Grant). The City applied for an OBAG-3 grant for Bodega Avenue Phase 2 project which continues the bike lanes and pavement rehabilitation work to Pleasant Hill Road. The City was unsuccessful in being awarded the grant however, application for the OBAG-3 positioned the City well for being awarded Go Sonoma grant funding for the Phase 2 Project.

COMMUNITY OUTREACH:

As of the writing of this staff report, the City has not received any public comment. However, staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item. This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

FISCAL IMPACT:

This project is included in the Fiscal Year 2024-25 Capital Improvement Plan adopted by Council on July 2, 2024. Project management, project reporting, and finalizing the Bodega Avenue Phase 2 design plans and specifications, will be conducted in Fiscal Year 2024-25. The construction is estimated to begin in Fiscal Year 2025-26. There is a 15% local match for the grant and the source of funds for the match will be Measure M and SB 1 funds (see Attachment 3).

OPTIONS:

1. Approve the Two Cooperative Agreements with the Sonoma County SCTA and accept Go Sonoma Move Traffic and Improve Safety funds for the Bodega Avenue Phase 2 Project; or
2. Do not approve the two Cooperative Agreements with SCTA and cancel the Bodega Avenue Phase 2 Project.

ATTACHMENTS:

- 1 - Cooperative Agreement with SCTA for Go Sonoma Roads Grant
- 2 – Cooperative Agreement with SCTA for the Bodega Avenue Bike Lanes Phase 2 Project Funding
- 3 – CIP Information Sheet for Bodega Avenue Bike Lanes Phase 2 Project #0514-22.06

APPROVALS:

Department Head Approval: Approval Date: 7/25/24

CEQA Determination (Planning): Approval Date: 7/25/24

The proposed action is not a project under the California Environmental Quality Act (CEQA)

Administrative Services (Financial) Approval Date: 7/25/24

Costs authorized in City Approved Budget: Yes No N/A

Account Code (f applicable) CIP Project #0514-22.06

City Attorney Approval and

City Manager Approval: Approval Date: 7/25/24

COOPERATIVE FUNDING AGREEMENT NO. G20700E1
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SEBASTOPOL

This Agreement is made and entered into as of April 1, 2025 (“Effective Date”) by and between the City of SEBASTOPOL, 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. 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

Don Schwartz, City Manager
City of SEBASTOPOL
7120 Bodega Ave.
Sebastopol, CA 95473
(707) 823-1153
dschwartz@cityofsebastopol.gov

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 SEBASTOPOL

SONOMA COUNTY TRANSPORTATION
AUTHORITY

By:

By:

Mayor

Lynda Hopkins, Chair of the Board

ATTEST:

APPROVED AS TO SUBSTANCE:

By:

By:

Mary Gourley, City Clerk

James R. Cameron, Executive Director

APPROVED AS TO LEGAL FORM FOR CITY:

By:

By:

City Attorney

Adam Brand, County Counsel

**COOPERATIVE FUNDING AGREEMENT NO: G20700E1
Between the SONOMA COUNTY TRANSPORTATION AUTHORITY
And CITY OF SEBASTOPOL
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)

Cooperative Agreement Number G20700E1
City of Sebastopol

Exhibit A

COOPERATIVE FUNDING AGREEMENT NO. _____

BETWEEN

THE SONOMA COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF SEBASTOPOL

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

RECITALS

1. **AUTHORITY** adopted that certain 2024 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 2024 Strategic Implementation Plan may be amended from time to time and is hereinafter referred to as the “Go Sonoma SIP”.

2. Pursuant to the Go Sonoma and the Go Sonoma SIP, **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 on Bike lanes and roadway rehabilitation improvements in Sonoma County (hereinafter referred to as “Move Traffic and Improve Safety Program of Projects”).

3. Consistent with the Move Traffic and Improve Safety Program (MTIS), **CITY** desires to complete the Sebastopol Bodega Avenue Bike Lanes - Phase 2 Project, 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 Go Sonoma SIP, **AUTHORITY** is committed to make available up to \$2,240,000 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 of 15% 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.

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 D.

[7. IF FUNDS WILL BE USED TO PURCHASE LAND ADD THE FOLLOWING: Excess Land Proceeds. **CITY** will transfer any net proceeds, after deducting auditable costs of

sales, to **AUTHORITY** resulting from the sale of excess lands purchased in whole or in part with the Go Sonoma funds, in the same proportion to the net proceeds as the original contribution of Go Sonoma funds was to the purchase price of the original parcel.]

SECTION II

AUTHORITY AGREES:

1. Reimbursement of CITY Expenses. Consistent the Go Sonoma SIP, to make up to \$2,240,000 of Go Sonoma MTIS available 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
Don Schwartz, City Manager
City of Sebastopol
7120 Bodega Ave.
Sebastopol, CA 95472
Email: dschwartz@cityofsebastopol.gov

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 SEBASTOPOL

SONOMA COUNTY
TRANSPORTATION AUTHORITY

By: _____
Mayor

By: _____
SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: _____

By: _____
Executive Director

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

By: _____
City Attorney

By: _____
Legal Counsel
Authority

**COOPERATIVE FUNDING AGREEMENT NO. _____
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SEBASTOPOL**

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Sebastopol Bodega Avenue Bike Lanes – Phase 2 Project

In the City of Sebastopol, construct approximately 0.35 miles of Class II bike lane, ADA ramps, sidewalks and rehabilitate pavement on Bodega Avenue between Robinson Road/Nelson Way and Pleasant Hill Avenue.

**COOPERATIVE FUNDING AGREEMENT NO. _____
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SEBASTOPOL**

EXHIBIT B

FINANCIAL PLAN AND SCHEDULE

**The Sebastopol Bodega Avenue Bike Lanes – Phase 2 Project
Construction**

Financial Plan

Fund Source	Amount
Go Sonoma-MTIS	\$2,240,000
Matching Funds	\$336,000
Total	\$2,576,000

Schedule

Project Development Phase	Begin (MO/YR)	End (MO/YR)
Scoping	06/18	06/21
Environmental (PAED)	03/21	11/22
Design (PSE)	03/21	11/23
Right of Way (R/W)	03/22	11/23
Construction (CON)	07/25	06/26

COOPERATIVE FUNDING AGREEMENT NO. _____
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF SEBASTOPOL

EXHIBIT C

REQUEST FOR FUNDING APPROPRIATION

APPROPRIATION REQUEST SHOULD BE SUBMITTED ON CITY 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 Improve Safety (MTIS) or Build Bikeways and Pathways (BBP)</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 Appropriation 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:

COOPERATIVE FUNDING AGREEMENT NO. _____

BETWEEN

THE SONOMA COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SEBASTOPOL

EXHIBIT D

PROJECT 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

[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/BBBP	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 an 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, District Director, or General Manager SMART)

Project No: 0514-22.06
Category: Paving Projects
Project Location: Bodega Ave. Nelson/Robinson Rd. to Pleasant Hill Rd.



DESCRIPTION: Phase 2 is for installing bike lanes and repaving Bodega Avenue from Robinson Rd./Nelson Way to Pleasant Hill Road. Due to funding constraints, this project was split into two phases with Phase 1 being High Street to Robinson/Nelson and Phase 2 continuing on to Pleasant Hill Road. Due to the extremely poor condition of the road in this Phase 2 section, the roadbed will need to be reconstructed rather than overlaid. Because of the size of the project, a constructibility review and a review of the Engineer's Estimate and necessary modifications to the Plans are planned for FY 24/25.

JUSTIFICATION: Bodega Avenue paving is deteriorated and needs resurfacing. The work also includes addition of bicycle lanes along Bodega Avenue. Due to environmental constraints, there may be a short section in front of Burbank Experimental Farm where bicycle sharrows will be painted in lieu of a bike lane. City applied for and awarded a Go Sonoma transportation grant for a maximum amount of \$2.24 million for the construction and inspection. The City's minimum local match is 15% of the grant.

GENERAL PLAN Goals and Policies: Circulation CIR 1-11: Provide high quality regular maintenance for existing and future transportation facilities including streets, sidewalks, and paths.

EXPENDITURES							PROJECT TOTAL
	FY23-24 Estimated	2024-25	2025-26	2026-27	2027-28	2028-29	
9000 - Estimated Actual	22,500						0
9100 - Pre-construction		50,000					50,000
9200 - Construction			2,576,000				2,576,000
EXPENDITURE TOTALS	22,500	50,000	2,576,000				2,626,000
FUNDING SOURCES							
000-Unfunded							0
123-Pavement Reserve Fund	22,500	50,000					50,000
201-Measure M Transportation			136,000				136,000
211-Transp Grant - Go Sonoma (SCTA)			2,240,000				2,240,000
213-Traffic Impact Fee Fund (TIF)							0
217-SB 1 Road Maintenance & Rehab			200,000				200,000
FUNDING TOTALS	22,500	50,000	2,576,000				2,626,000