

RESOLUTION NO. 2018-022

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING COOPERATIVE FUNDING AGREEMENT WITH THE SONOMA COUNTY TRANSPORTATION AUTHORITY TO FUND THE HIGHWAY 101 BICYCLE AND PEDESTRIAN CROSSINGS FEASIBILITY STUDY AND AMEND THE FY 2017-18 CAPITAL IMPROVEMENT PLAN BUDGET

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan includes funding for a Bicycle and Pedestrian Projects Program; and

WHEREAS, the City of Rohnert Park seeks funding from the Sonoma County Transportation Authority (hereinafter "Authority") for purposes of conducted a feasibility study of bicycle and pedestrian crossings of Highway 101 (hereinafter "Project"); and

WHEREAS, the 2016-17 Measure M Strategic Plan (hereinafter "Strategic Plan") programmed \$250,000 in 2004 dollars for purposes of implementing the Project; and

WHEREAS, in order for the City to submit a Request of Appropriation of Funds, the Authority and City must first execute a cooperative funding agreement.

WHEREAS, the Project is included in the City of Rohnert Park FY 2017-18 Capital Improvement Plan (CIP) Budget; and

WHEREAS, the Project requires \$20,000 in local funds contribution that is not currently in the approved FY 2017-18 CIP Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park as follows:

1. The City Manager is authorized and directed to execute the Cooperative Funding Agreement (hereinafter "Cooperative Agreement") with the Authority; and attached hereto as Exhibit A and incorporated herein by reference, subject to final approval as to form by the City Attorney and City Manager.
2. The City Manager is hereby authorized to submit to the Authority a Request for Appropriation of Funds on an as needed basis provided in the Requests for Appropriation of Funds do not exceed the funding set forth in the Cooperative Agreement; and
3. The City Manager is authorized and directed to execute such other documents as may be required by the Authority, consistent with this resolution and the Cooperative Agreement, to secure the funding described in the Cooperative Agreement for the Project.
4. The Finance Director is authorized and directed to budget adjustments and appropriations necessary for the project, including the transfer and appropriation of \$250,000 in Measure M funds from Fund 135 to Fund 310 and transfer of \$20,000 in budgeted Gas Tax funds

from the State Farm Drive Rehabilitation Phase 1 (Project No. 2016-08) to the Highway 101 Bicycle/Pedestrian Feasibility Study (Project No. 2017-20).

DULY AND REGULARLY ADOPTED by the City Council of the City of Rohnert Park this 13th day of February, 2018.

CITY OF ROHNERT PARK

ATTEST:

Pam Stafford
Pam Stafford, Mayor

JoAnne M. Buergler
JoAnne M. Buergler, City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye MACKENZIE: Aye CALLINAN: Aye STAFFORD: Aye
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

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

This Agreement is made and entered into as of _____, 2017 ("Effective Date") by and between the City of Rohnert Park hereinafter referred to as "**CITY**" and the **SONOMA COUNTY TRANSPORTATION AUTHORITY** hereinafter referred to as "**AUTHORITY**."

RECITALS

1. **AUTHORITY** adopted that certain 2017 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 2017 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 **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 in Sonoma County (hereinafter referred to as "Bicycle and Pedestrian Projects Program").

3. In connection with the Bicycle and Pedestrian Projects Program, **CITY** desires to complete a study to evaluate the need and feasibility of constructing a bicycle and pedestrian crossing of Highway 101 within the City limits, as more particularly described in Exhibit A to this Agreement (hereinafter referred to as the "Project").

4. **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 "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.

6. Pursuant to the Strategic Plan, **CITY** is committed to make available up to \$20,000 in local funds toward 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 \$20,000 in local funds towards the Project.
2. Project Completion. To timely complete the Project in accordance with the deadlines set forth in the Project Plan.
3. Invoices. Should **CITY** desire reimbursement of its expenses in connection with this Agreement, **CITY** 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**, **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 annual updates on the PROJECT to **AUTHORITY** in the form attached hereto as Exhibit D.

SECTION II

AUTHORITY AGREES:

1. Reimbursement of CITY Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at \$250,000 in 2004 dollars) to assist with the

Cooperative Funding Agreement No. ____

City of _____

Exhibit A

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 Measure M 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.

Exhibit A

4. Indemnity. **CITY** 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 **CITY**, 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, **CITY'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 **CITY**, subject to **CITY'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 **CITY** 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 **CITY**:

To **AUTHORITY**:

Executive Director Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401
(707) 565-5373
suzsmith@sctainfo.org

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.

Exhibit A

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 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 **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.

Exhibit A

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

CITY OF _____

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 ROHNERT PARK

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Rohnert Park Highway 101 Bicycle/Pedestrian Crossing Feasibility Study project will study existing and potential bicycle and pedestrian crossings of Highway 101 within the Rohnert Park City Limits and immediately north and south as appropriate for crossings that would benefit Rohnert Park residents, businesses and other stakeholders. The feasibility study may include, but is not limited to:

- Documentation of existing plans and policies that support the development of bicycle/pedestrian crossings of Highway 101;
- Survey of existing and potential locations and alignments for bicycle/pedestrian crossings;
- Examination of available and projected travel demand data; identification of types of walking, biking and other non-car trips across and through Rohnert Park; and assessment of a wide range of safety factors from collision history to personal security and public health;
- Consideration of the potential environmental, engineering, operational and permitting issues associated with each alignment;
- Planning level project costs of alignment alternatives; and
- Outline of next steps and considerations for the permitting, environmental clearance, design, and funding of the preferred crossing alignment(s).

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

EXHIBIT B

FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

| | | Expected funding amount needed | |
|--|--------------------------------|-----------------------------------|------------|
| Project Activity | Funding Source | FY 2017-18 | FY 2018-19 |
| Conduct feasibility study | Measure M | \$250,000* | \$0 |
| City staff costs to support feasibility study | Gas Tax (City contribution) | \$5,000 | \$15,000 |

** Contract encumbrance in FY 2017-18, with feasibility study to be conducted through FY 2017-18 and FY 2018-19. Project to be completed and Measure M funds invoiced by June 2019.*

Exhibit A

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

EXHIBIT C

REQUEST FOR FUNDING APPROPRIATION

Exhibit A

Exhibit C

Exhibit A



City Council

Pam Stafford
Mayor

Joseph T. Collinan
Vice Mayor

Amy O. Ahanolu
Gina Belforte
Jake Mackenzie
Councilmembers

Darin Jenkins
City Manager

Don Schwartz
Assistant City Manager

Michelle Marchetta Kenyon
City Attorney

Karen Murphy
Assistant City Attorney

JoAnne Buergler
City Clerk

Betsy Howze
Finance Director

Brian Masterson
Director of Public Safety

John McArthur
Director of Public Works and
Community Services

Mary Grace Pawson
Director of
Development Services

Victoria Perrault
Human Resources Director

[Date]

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

FUNDING APPROPRIATION REQUEST Rohnert Park Highway 101 Bicycle/Pedestrian Crossing Feasibility Study AGREEMENT NO. _____

Dear SCTA Chair:

The City of Rohnert Park hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next Board meeting for the **Rohnert Park Highway 101 Bicycle/Pedestrian Crossing Feasibility Study**.

The City has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. (number of agreement)) and is ready to begin work on the study. Below is the specific appropriation request information.

| | |
|---|--|
| Project Name & Description: | Rohnert Park Highway 101 Bicycle/Pedestrian Crossing Feasibility Study |
| Project Category: | Bicycle/Pedestrian Project Program |
| Phase Development Phase of this Appropriation: | Feasibility Study |
| Amount of Measure M Appropriate Request: | \$250,000 |
| Amount of Local Funding Match: | \$20,000 |
| Sources of Local Funding Match: | Gas Tax proceeds |
| Total Project Cost: | \$270,000 |

The current schedule for the Rohnert Park Highway 101 Bicycle/Pedestrian Crossing Feasibility Study is as follows:

| Project Development Phase | Begin | Complete |
|---|--------|----------|
| Develop and issue request for proposals | 2/2018 | 4/2018 |
| Award consultant contract | 5/2018 | 5/2018 |
| Conduct feasibility study | 6/2018 | 5/2019 |
| Final invoicing for Measure M funds | 5/2019 | 6/2019 |

Thank you for your consideration.

Sincerely,

NAME
Title

130 Avram Avenue ♦ Rohnert Park, CA ♦ 94928 ♦ (707) 588-2226 ♦ Fax (707) 794-9248
www.rpcity.org

Cooperative Funding Agreement No. ____
City of ____
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Exhibit A

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

EXHIBIT D

PROJECT REPORTING LETTER

Exhibit E

**City Council**

Pam Stafford
Mayor

Joseph T. Callinan
Vice Mayor

Amy O. Ahanolu
Gina Belforte
Jake Mackenzie
Councilmembers

Darin Jenkins
City Manager

Don Schwartz
Assistant City Manager

Michelle Marchetta Kenyon
City Attorney

Karen Murphy
Assistant City Attorney

JoAnne Buegler
City Clerk

Betsy Howze
Finance Director

Brian Masterson
Director of Public Safety

John McArthur
Director of Public Works and
Community Services

Mary Grace Pawson
Director of
Development Services

Victoria Perrault
Human Resources Director

[Date]

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

**Rohnert Park Highway 101 Bicycle/Pedestrian Crossing Feasibility Study
Measure M Annual Reporting Letter – FY _____**

Dear SCTA Chair:

The City of Rohnert Park is pleased to present information related to Measure M funding for the following project for FY _____ Reported:

Work was performed on the following project using Measure M 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 | \$ - |
| E. | Reimbursements Received in FY | \$ - |
| F. | Amount of Matching Funds Provided | \$ - |
| G. | Total Measure M Reimbursements Received in Prior Years | \$ - |
| H. | Total Measure M Funding Reimbursed to Date | \$ - |
| I. | Total Appropriation Remaining Balance to Rollover to FY | \$ - |

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

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

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

P. Identify project benefits and discuss how Measure M funds assisted in project delivery.

Exhibit A

Page 2 of 2
Measure M Reporting Letter - Sonoma County Transportation Authority
[Date]

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: Eydie Tacata, Management Analyst
Phone: (707) 588-2205
Email: etacata@rpcity.org

Sincerely,

[Name]
[Title (City Manager or Public Works Director)]

Cooperative Funding Agreement No. ____
City of ____
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