

**COOPERATIVE FUNDING AGREEMENT NO. 51201E1**  
**BETWEEN**  
**THE SONOMA COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**SANTA ROSA CITYBUS**

This Agreement is made and entered into as of \_\_\_\_\_, 2025 ("Effective Date") by and between the SANTA ROSA CITYBUS hereinafter referred to as "**TRANSIT OPERATOR**" 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 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 may be amended from time to time is hereinafter referred to as the "Go Sonoma SIP".

2. **AUTHORITY** adopted that certain resolution 2024-019GS that amended the "Go Sonoma SIP" to clarify the implementing policy in the distribution of funding for the Fare Free program, defining 2% of measure funding to be held for reimbursement to eligible transit agencies in Sonoma County.

2. Pursuant to the Go Sonoma SIP and Go Sonoma Expenditure Plan, **AUTHORITY** and **TRANSIT OPERATOR** desire to enter into a Cooperative Funding Agreement to define a framework to enable the two parties to work cooperatively in providing specific transit services consisting generally of fare free transit ridership in Sonoma County (hereinafter referred to as "Fare Free Transit Program").

3. Pursuant to the Go Sonoma SIP and Go Sonoma Expenditure Plan, **AUTHORITY** is committed to make quarterly reimbursements of actual costs to **TRANSIT OPERATOR** based on actual receipts of sales tax revenue and as accounted for in the Coordinated Claim to assist **TRANSIT OPERATOR** in providing Fare Free Transit Service, as more particularly described in Exhibit A to this Agreement.

4. **AUTHORITY** has established a quarterly reporting and invoicing schedule for implementation of the Program which is attached hereto as Exhibit B (hereinafter referred to as the "Reporting and Invoicing Schedule").

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

### **SECTION I**

#### **TRANSIT OPERATOR AGREES:**

1. **TRANSIT OPERATOR** Contribution is to operate Transit services within the jurisdiction of the agency, and deliver Fare Free Transit Program, defined as the Program (as further described in Exhibit A).

2. Program Implementation. To implement the Program on a continuous basis for the duration of Go Sonoma and report on the implementation quarterly (as further described in Exhibit B).

3. Invoices. Should **TRANSIT OPERATOR** desire reimbursement of its expenses in connection with this Agreement, **TRANSIT OPERATOR** shall do so by submitting to **AUTHORITY** a Quarterly Invoice in the form attached hereto as Exhibit C (hereinafter referred to as "Quarterly Invoicing and Reporting"). Invoices shall be submitted to **AUTHORITY** on a quarterly bases, due dates of which are defined in Exhibit B, provided however that if **TRANSIT OPERATOR** is unable to invoice in this time frame a written request for time extension shall be provided or the funds will be withheld. Invoices shall be in a form reasonably acceptable to **AUTHORITY's** Executive Director (Exhibit C).

4. Compliance with Laws. With regard to administering and completing the Program, **TRANSIT OPERATOR** 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 Program funded through this Agreement. For the duration of the Program, and for five (5) years following completion of the Program, or earlier discharge of the Agreement, **TRANSIT OPERATOR** 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 PROGRAM implementation to **AUTHORITY** in the forms attached hereto as Exhibit D.

## **SECTION II**

### **AUTHORITY AGREES:**

1. Reimbursement of TRANSIT OPERATOR Expenses. Consistent with the Go Sonoma SIP, to make available up to 2% of annual Go Sonoma revenue to implement the Program. **AUTHORITY** shall process **TRANSIT OPERATOR** 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 **TRANSIT OPERATOR** if an audit is to be conducted.

## **SECTION III**

### **IT IS MUTUALLY AGREED:**

1. Funding Availability and Needs. The Go Sonoma funding available to the Program for expenditure is limited to up to 2% of the tax revenue collected on behalf of the **AUTHORITY**, by the distribution formula identified in the Coordinated Claim (Exhibit B) and approved by the SCTA Board by execution of this agreement. If funds beyond those identified in Exhibit B are necessary to complete the Fare Free Transit Program, **AUTHORITY** will cooperate with **TRANSIT OPERATOR** to identify and secure new or increased fund commitments; however, completion of the Fare Free Transit Program remains the responsibility of **TRANSIT OPERATOR**.

2. Term. This Agreement will remain in effect until June 30, 2046 or 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 **TRANSIT OPERATOR** has failed to wholly or partially complete the Program, **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 **TRANSIT OPERATOR**.

b. By mutual consent of both parties, this Agreement may be terminated at any time. Upon termination by mutual consent, **TRANSIT OPERATOR** shall repay to **AUTHORITY** any unexpended funds originally provided to **TRANSIT OPERATOR** 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 TRANSIT OPERATOR	SANTA ROSA CITYBUS Attn: Dan Hennessey, Director of Transportation and Public Works 69 Stony Circle Santa Rosa, CA 95401 (707) 543-3807 Email: <a href="mailto:dhennessey@srcity.org">dhennessey@srcity.org</a>
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To AUTHORITY	James R. Cameron, Executive Director Sonoma County Transportation Authority 411 King St Santa Rosa, CA 95405 (707) 565-5373 Email: <a href="mailto:james.cameron@scta.ca.gov">james.cameron@scta.ca.gov</a>
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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. **TRANSIT OPERATOR** renders its services under this Agreement as an independent agency. None of the **TRANSIT OPERATOR'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 **TRANSIT OPERATOR** 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 **TRANSIT OPERATOR**, 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.

SANTA ROSA CITYBUS

SONOMA COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Marakeshia Smith, City Manager

By: \_\_\_\_\_  
Lynda Hopkins, SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Dina Manis, City Clerk

By: \_\_\_\_\_  
James R. Cameron, Executive Director

APPROVED AS TO LEGAL FORM  
FOR **TRANSIT OPERATOR**:

By: \_\_\_\_\_  
Office of the City Attorney

By: \_\_\_\_\_  
Adam Brand, Legal Counsel  
Authority

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**EXHIBIT A**

**DESCRIPTION OF THE PROGRAM**

Provide free transit service to riders of Santa Rosa CityBus. This will take the form of specifically targeted transit fare free programs under the City's Unlimited Pass Program, in which specific demographic, institutional, or employer-based groups (e.g., youth, veterans) receive fare-free transit to meet City policy goals. The program shall tally ridership for all relevant trips and seek reimbursement from SCTA equivalent to the revenue that the agency would have received if charging fares for the trip. This program will help to increase transit ridership and utilization throughout Santa Rosa and on connecting systems.

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**EXHIBIT B**

**REPORTING AND INVOICING SCHEDULE**

**Coordinated Claim Distribution Formula**

<b>Transit Operator</b>	<b>Population*</b>	<b>% Population</b>
Petaluma Transit	58,321	12.20%
Santa Rosa CityBus	174,523	36.50%
Sonoma County Transit	245,330	51.31%
<b>Total</b>	<b>478,174</b>	<b>100.00%</b>

Population share will be updated annually when Census data is released.

**Quarterly Invoicing and Reporting Schedule**

<b>Quarter</b>	<b>Quarterly Due Date</b>	<b>Type of Reporting</b>
Q1	December 15	Quarterly
Q2	March 15	Quarterly
Q3	June 15	Quarterly
Q4	September 15	Annual Summary



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**EXHIBIT C  
INVOICE EXAMPLE**  
*[Local Agency Letterhead]*

**Go Sonoma Transit 2% Fare Free Program  
Go Sonoma Invoice Summary**

**REQUIRED FIELDS:** [Formatting is left to local agency]

**Program Sponsor (Transit Operator):**

**Date of Request:**

**Period of Request:**

**Cooperative Agreement Number:**

**Program Name:**

**Invoice Number:**

**Quarter of Reporting Fiscal Year (Q1, Q2, Q3, Q4 of FYXX-XX):**

**Description of work performed this period:**

	<b>Go Sonoma</b>
<b>Fiscal Year Amount Estimated</b>	\$
<b>Fiscal Year Amount Previously Invoiced</b>	\$
<b>Current Invoice</b>	\$
<b>Invoiced to-date</b>	\$

**Attachments:**

- **Summary of All Expenses**
  1. **Ridership: Summary and Expenses of Total Trips and Fare Free Trips funded through Go Sonoma by month, quarter, and category (programs)**

**Example Ridership Data**

Type of Ridership	Number of Rides				Percentage of Ridership	Cost of Rides	Go Sonoma Subsidy Requested
	Month 1	Month 2	Month 3	Qr Total			
<b>Total Ridership</b>					<b>100%</b>		
<b>Fare Free Rides</b>							
<b>Veterans (Fare Free)</b>							
<b>Students (Fare Free)</b>							
<b>Seniors (Fare Free)</b>							
<b>Total Subsidy Requested</b>							

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**EXHIBIT D**

**PROGRAM REPORTING LETTER**

**Please refer to the Reporting Instructions and Submittal Requirements before sending your completed Quarterly Reporting Letter to the SCTA.**

Date

Sonoma County Transportation Authority  
 411 King Street  
 Santa Rosa, CA 95404

[Name of Program] - Quarterly Reporting Letter – [Q1, Q2, Q3 or Q4 of FY \_\_\_\_\_]

Dear SCTA Chair:

[TRANSIT OPERATOR] \_\_\_\_\_ is pleased to present information related to Go Sonoma funding for the Transit Fare Free Program for QX, FY \_\_\_\_\_ Reported:

Work was performed on the Fare Free Program using Go Sonoma funds including:

A.	Program Name:		
	Reporting Fiscal Year 00/00:		
B.	Amount Reimbursed in Previous Fiscal Years	\$	-
C.	Amount Estimated for Current Fiscal Year	\$	-
D.	Total Amount of Reimbursed from Prior Quarters of Current FY	\$	-
E.	Amount Requested for Reimbursement in Currently Reported Quarter FY 00/00	\$	-
F.	Total Reimbursements Received in Current FY 00/00	\$	-
G.	Amount of Matching Funds Provided	\$	-
H.	Difference between Estimate and Reimbursement in Current FY 00/00	\$	-

- I. Describe work completed this reporting quarter of current fiscal year. (If reporting for final quarter of FY, provide summary of FY to date program delivery, including summary of total number of Fare Free rides provided, types of fare free rides provided such as student, veteran, senior, etc.)

**Report on Public Information Requirements:**

J. Describe where you displayed the Go Sonoma logo, such as on signs, on website, bus shelters or vehicles? Please provide digital pictures in .gif or .jpeg format. Provide link to website.

K. Provide digital pictures of operation of the Program for use in the annual report in .gif or .jpeg format.

L. Identify Program benefits and discuss how Go Sonoma funds assisted in Program delivery.

Provide data on total number of fare-free rides provided through the program by month and by category of rides.

To meet our reporting requirements, we are submitting a signed copy on our letterhead to the SCTA.

We have also attached electronic photographs in .gif or .jpeg file format.

If you have any questions regarding this Program information, please contact:

Name:

Phone:

Email:

Sincerely,

***SIGNATURE REQUIRED***

Name

Title (City Manager, Transit Operator Director, or Public Works Director)