AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT M70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT

This Amendment (the “Amendment”) is made and entered into as of _____________ (Effective Date) by and between the COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT, hereinafter referred to as “COUNTY” and the SONOMA COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as “AUTHORITY.”

RECITALS

1. AUTHORITY adopted that certain 2014 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 2014 Strategic Plan, as such plan may be amended from time to time, is hereinafter referred to as the “Strategic Plan”

2. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY previously entered into Cooperative Funding Agreement No. M70310 in May 18, 2008 (the “Agreement”) to identify a bicycle and pedestrian improvement project under Measure M.

3. COUNTY and AUTHORITY desire to amend Sections II and III and the Financial Plan (Exhibit B) to more clearly define the project and the funds available thereto.

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

AGREEMENT

I. AMENDMENTS

Paragraph 1 to Section II to read as follows:

1. Reimbursement of COUNTY Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at $1,900,000 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.

Paragraph 1 to Section III to read as follows:
1. **Funding Availability and Needs.** The funding available to the Project for expenditure is limited by the funds identified in Exhibit B-1 and to approved appropriations by the SCTA Board. If additional funds beyond those identified in Exhibit B-1 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.

**Exhibits. The following Exhibit in the Original Agreement is replaced by the Exhibit attached hereto:**

Exhibit B is replaced with Exhibit B-1. Exhibit B-1 is incorporated into the Agreement by this reference.

**II. Remainder of Agreement Unchanged.**

Except to the extent the Agreement is specifically amended or supplemented by this Amendment No. 1, the Agreement, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COUNTY arising there under.
COUNTY OF SONOMA

By: _________________________________

Board of Supervisors, Chairperson

By: _________________________________

Sarah Glade Gurney, SCTA Chair

ATTEST:

By: _________________________________

Clerk of the Board of Supervisors

By: _________________________________

Suzanne Smith, Executive Director

APPROVED AS TO LEGAL FORM

FOR COUNTY:

By: _________________________________

COUNTY Attorney

FOR AUTHORITY:

By: _________________________________

Authority

Legal Counsel
COOPERATIVE FUNDING AGREEMENT NO. M70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT

EXHIBIT B-1

FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

TOTAL BUDGET (September 2014-June 2018):

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Prior</th>
<th>14/15</th>
<th>15/16</th>
<th>16/17</th>
<th>17/18</th>
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<tbody>
<tr>
<td>Amount</td>
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<td>$15,000</td>
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SCHEDULE UPDATE

<table>
<thead>
<tr>
<th>Phase 1A – Larson Park</th>
<th>Begin</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>2011</td>
<td>2011</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 1B – Flowery Elementary School to Depot Road</th>
<th>Begin</th>
<th>Complete</th>
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</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>2014</td>
<td>2015</td>
</tr>
<tr>
<td>Design</td>
<td>2015</td>
<td>2015</td>
</tr>
<tr>
<td>Construction</td>
<td>2016</td>
<td>2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 1C – Verano Avenue – Sonoma Creek to Main Street</th>
<th>Begin</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>2014</td>
<td>2015</td>
</tr>
<tr>
<td>Design</td>
<td>2015</td>
<td>2015</td>
</tr>
<tr>
<td>Construction</td>
<td>2016</td>
<td>2016</td>
</tr>
</tbody>
</table>
COOPERATIVE FUNDING AGREEMENT NO. M-70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA

This Agreement is made and entered into as of May 12, 2008 ("Effective Date") by and between the Sonoma County Regional Parks Department and Sonoma County Transportation and Public Works Department hereinafter referred to as "COUNTY" and the SONOMA COUNTY TRANSPORTATION AUTHORITY hereinafter referred to as "AUTHORITY."

RECITALS

1. AUTHORITY adopted that certain 2005 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 2005 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 transportation improvements on Central Sonoma Valley Bikeway in Sonoma County (hereinafter referred to as “Central Sonoma Valley Bikeway Improvements”).

3. In connection with the Central Sonoma Valley Bikeway Improvements, COUNTY desires to complete preliminary engineering, acquisition of right-of-way, preparation of plans, specifications and estimates and construction of the bikeway, 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 $1,900,000 in 2004 dollars to assist with the Project.

6. COUNTY will contribute Transportation Development Act Article 3, Proposition 40, and Park Mitigation Fees towards the Central Sonoma Valley Bikeway Improvements.

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

COUNTY AGREES:

1. COUNTY Contribution. The County will contribute Transportation Development Act Article 3, Proposition 40, and Park Mitigation Fees and actively seek matching grant funding to implement the project.

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

3. 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.

4. 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.

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, COUNTY 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.

7. Excess Land Proceeds. COUNTY 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 Measure M funds, in the same proportion to the net proceeds as the original contribution of measure M funds was to the purchase price of the original parcel.
8. Cooperation. COUNTY understands and acknowledges that the Project is part of a larger multi-jurisdictional program improvement as more particularly set forth in Exhibit E attached to this Agreement. COUNTY agrees to coordinate closely with the other agencies involved in the larger program improvement and to perform its responsibilities as described in Exhibit E.

SECTION II

AUTHORITY AGREES:

1. Reimbursement of COUNTY Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at $1,687,000 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 Needs. If additional 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:
Director
Sonoma County Regional Parks Department
2300 County Center Drive, Suite 120A
Santa Rosa, Ca  95403
(707) 565-2041

Director
Sonoma County Transportation and Public Works Dept.
2300 County Center Drive, Suite 100B
Santa Rosa, Ca  95403
(707) 565-2231
To AUTHORITY: Executive Director Sonoma County Transportation Authority
520 Mendocino Avenue, Suite 240
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.

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

By: Mike Kerna
Board of Supervisors, Chairperson

ATTEST:

By: Robert Reis
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM FOR COUNTY:

By: David McFall
COUNTY Attorney

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: SCTA Chair

APPROVED AS TO SUBSTANCE:

By: Suzanne Smith
Executive Director

Cooperative Funding Agreement No. M-70310
COUNTY of Sonoma
Page 6 of 11
EXHIBIT A

DESCRIPTION OF THE PROJECT

The Central Sonoma Valley Bikeway improvements will create a safe route for pedestrians and bicyclists between Verano Avenue and Agua Caliente Road. This will provide the community an alternative route to Highway 12 to access destinations such as Flowery school, Larson Park, La Luz Community Center, Maxwell Farms Farms Park and the Boys and Girls Club.

This project will construct a bicycle (Class 1, 2, and 3) and pedestrian pathway in multiple phases. The project includes but not limited to right of way acquisition, asphalt paving, grading and drainage, striping, signage, fencing, and bicycle/pedestrian bridge.
**COOPERATIVE FUNDING AGREEMENT NO. M-70310**
**BETWEEN**
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
**AND**
COUNTY OF SONOMA

**EXHIBIT B**

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

<table>
<thead>
<tr>
<th>Phase - Larson Park to Highway 12</th>
<th>Amount</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>$20,000</td>
<td>2007/2008</td>
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<tr>
<td>Right of Way Acquisition</td>
<td>TBD</td>
<td>2007/2008</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>$43,000</td>
<td>2007/2008</td>
</tr>
<tr>
<td>Construction</td>
<td>$150,000</td>
<td>2008/2009</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Future Phases</th>
<th>Amount</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental, PS&amp;E</td>
<td>$532,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Right of Way Acquisition</td>
<td>$555,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction</td>
<td>$600,000</td>
<td>TBD</td>
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</tbody>
</table>
COOPERATIVE FUNDING AGREEMENT NO. M-70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA

EXHIBIT C

REQUEST FOR FUNDING APPROPRIATION

SCTA Chair
Sonoma County Transportation Authority
520 Mendocino Avenue, Suite 240
Santa Rosa, Ca  95401

FUNDING APPROPRIATION REQUEST
PROJECT NAME: Central Sonoma Valley Bikeway
AGREEMENT NO. M-70310

Dear SCTA Chair:

The Sonoma County Regional Parks Department hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next Board meeting for the Central Sonoma Valley Bikeway Improvements project.

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M-70310) and is ready to begin work the Larson Park to Highway 12 phase of the project. Below is the specific appropriation request information.

<table>
<thead>
<tr>
<th>Project Name &amp; Description:</th>
<th>Central Sonoma Valley Bikeway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Category:</td>
<td>Bicycle/Pedestrian Project</td>
</tr>
<tr>
<td>Phase Development Phase of this Appropriation:</td>
<td>Environmental and PS&amp;E</td>
</tr>
<tr>
<td>Amount of Measure M Appropriate Request:</td>
<td>$63,000</td>
</tr>
<tr>
<td>Amount of Local Funding Match:</td>
<td>N/A</td>
</tr>
<tr>
<td>Sources of Local Funding Match:</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Project Cost:</td>
<td>$1,900,000</td>
</tr>
</tbody>
</table>

The current schedule for the Central Sonoma Valley Bikeway is as follows:

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Begin  (MO/YR)</th>
<th>End    (MO/YR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>2/2008</td>
<td>6/2009</td>
</tr>
</tbody>
</table>

Thank you for your consideration.
Dear SCTA Chairman:

The County of Sonoma is pleased to present information related to Measure M funding for the following projects for FY ___.

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

<table>
<thead>
<tr>
<th>A</th>
<th>Project Name: Central Sonoma Valley Bikeway</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Amount Allocated in Measure M (2004 $ for the Life of the Measure)</td>
</tr>
<tr>
<td>C</td>
<td>Amount Programmed in Current FY</td>
</tr>
<tr>
<td>D</td>
<td>Reimbursements Received in Current FY</td>
</tr>
<tr>
<td>E</td>
<td>Amount of Matching Funds Provided</td>
</tr>
<tr>
<td>F</td>
<td>Total Measure M Reimbursements Received in Prior Years</td>
</tr>
<tr>
<td>G</td>
<td>Total Measure M Reimbursements to Date</td>
</tr>
<tr>
<td>H</td>
<td>Total Measure M Funding Remaining</td>
</tr>
</tbody>
</table>

**Description of Measure M Expenditures on Project**

1. Describe work completed this fiscal year. How were bike/pedestrian needs considered?

<table>
<thead>
<tr>
<th>J</th>
<th>Overall Status of Project by Phase</th>
<th>% Complete</th>
<th>Est. Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Scoping</td>
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</tr>
<tr>
<td></td>
<td>Environmental</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Right of Way</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construction &amp; Construction Mgmt.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Report on public information requirements**

K. Did you display the Measure M logo on signs at the construction site or on vehicles? Please enclose picture.

L. Did you provide digital pictures of projects before, during, and after construction?

M. Did you identify Measure M on your website? Please provide link.

N. Did you include the SCTA and Measure M in any press releases, ground breakings or ribbon cuttings?

O. Identify project benefits and discuss how the funds from this program category assist in congestion relief.

P. Identify how the project is addressing the goals of Measure M as set out in the expenditure plan.

Q. Did you participate in the development of the Measure M annual report?

If you have any questions regarding this Project Information please contact:

Name: Mary E. Burns, Director, Sonoma County Regional Parks Department or Philip Demery, Director, Sonoma County Department of Transportation & Public Works.

Sincerely,

Mary E. Burns, Director, Sonoma County Regional Parks Department or
Philip Demery, Director, Sonoma County Department of Transportation & Public Works.
COOPERATIVE FUNDING AGREEMENT NO. M-70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA

EXHIBIT E

RESPONSIBILITIES OF THE PARTIES

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Responsibility</th>
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</thead>
<tbody>
<tr>
<td>Class 1 bike path development</td>
<td>State Authority:</td>
</tr>
<tr>
<td></td>
<td>COUNTY:</td>
</tr>
<tr>
<td>Class 2 bike lane and Class 3 bike route</td>
<td>Regional Parks</td>
</tr>
<tr>
<td>development</td>
<td>Transportation and</td>
</tr>
<tr>
<td></td>
<td>Public Works</td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF 
THE COUNTY OF SONOMA, STATE OF CALIFORNIA, 
APPROVING A COOPERATIVE FUNDING AGREEMENT 
BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY AND THE COUNTY OF SONOMA FOR THE 
CENTRAL SONOMA VALLEY TRAIL PROJECT

WHEREAS, voters of Sonoma-County passed the Traffic Relief Act for Sonoma County – Measure M Expenditure Plan; and

WHEREAS, Central Sonoma Valley Trail – Highway 12 alternative route, was identified as a Bicycle/Pedestrian project to create a safe route for pedestrians and bicyclists between Verano Avenue and Agua Caliente Road; and

WHEREAS, the County of Sonoma (County) seeks funding from the Sonoma County Transportation Authority (Authority) for the purpose of implementing the Central Sonoma Valley Trail Project; and

WHEREAS, the completed trail project is estimated to cost in excess of $2.85 million; and

WHEREAS, Measure M includes $1,900,000 for purposes of implementing the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the Board of Supervisors is hereby authorized to execute Cooperative Funding Agreement No. M-70310 with the Authority.

Supervisors:

Brown:_____ Smith:_____ Kelley:_____ Reilly:_____ Kerns:______

Ayes: 5 Noes:_____ Abstain:_____ Absent:______

SO ORDERED.
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT M71110
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT

This Amendment (the “Amendment”) is made and entered into as of _____________ (Effective Date) by and between the COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT, hereinafter referred to as “COUNTY” and the SONOMA COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as “AUTHORITY.”

RECITALS

1. AUTHORITY adopted that certain 2014 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 2014 Strategic Plan, as such plan may be amended from time to time, is hereinafter referred to as the “Strategic Plan”

2. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY previously entered into Cooperative Funding Agreement No. M71110 in May 18, 2008 (the “Agreement”) to identify a bicycle and pedestrian improvement project under Measure M.

3. COUNTY and AUTHORITY desire to amend Section III and the Financial Plan (Exhibit B) of the Agreement to more clearly define the project and the funds available thereto.

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

AGREEMENT

I. AMENDMENTS

Paragraph 1 to Section III to read as follows:

1. Funding Availability and Needs. The funding available to the Project for expenditure is limited by the funds identified in Exhibit B-1 and to approved appropriations by the SCTA Board. If additional funds beyond those identified in Exhibit B-1 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.
Exhibits. The following Exhibit in the Agreement is replaced by the Exhibit attached hereto:

Exhibit B is replaced with Exhibit B-1. Exhibit B-1 is incorporated into the Agreement by this reference.

II. Remainder of Agreement Unchanged.

Except to the extent the Agreement is specifically amended or supplemented by this Amendment No. 1, the Agreement, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COUNTY arising there under.
COUNTY OF SONOMA

By: ____________________________

Board of Supervisors, Chairperson

By: ____________________________

Sarah Glade Gurney, SCTA Chair

ATTEST:

By: ____________________________

Clerk of the Board of Supervisors

By: ____________________________

Suzanne Smith, Executive Director

APPROVED AS TO LEGAL FORM

FOR COUNTY:

By: ____________________________

COUNTY Attorney

FOR AUTHORITY:

By: ____________________________

Legal Counsel

Authority
COOPERATIVE FUNDING AGREEMENT NO. M71110
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT

EXHIBIT B-1

FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

TOTAL BUDGET (September 2014-June 2018):

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Prior</th>
<th>14/15</th>
<th>15/16</th>
<th>16/17</th>
<th>17/18</th>
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<tbody>
<tr>
<td>Amount</td>
<td>$150,000</td>
<td>$200,000</td>
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<td>$0</td>
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SCHEDULE UPDATE

<table>
<thead>
<tr>
<th>Phase 0 – Cheney Creek Bridge</th>
<th>Begin</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Segment 6C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>2007</td>
<td>2008</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 1 - Coastal Prairie Trail</th>
<th>Begin</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>2010</td>
<td>2013</td>
</tr>
<tr>
<td>Design</td>
<td>2012</td>
<td>2014</td>
</tr>
<tr>
<td>Segment 1C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>2014</td>
<td>2015</td>
</tr>
<tr>
<td>Segment 1B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>2015</td>
<td>2016</td>
</tr>
<tr>
<td><strong>Phase 2 - Coastal Harbor Trail</strong></td>
<td><strong>Begin</strong></td>
<td><strong>Complete</strong></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------</td>
<td>--------------</td>
</tr>
<tr>
<td>Scoping</td>
<td>2005</td>
<td>2013</td>
</tr>
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</table>

**Segment 5B – Smith Brothers Road**

<table>
<thead>
<tr>
<th></th>
<th><strong>Begin</strong></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>2015</td>
<td>2016</td>
</tr>
<tr>
<td>Design</td>
<td>2016</td>
<td>2017</td>
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<tr>
<td>Construction</td>
<td>2017</td>
<td>2017</td>
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</table>

**Phase 3 – Coastal North Harbor**

<table>
<thead>
<tr>
<th><strong>Segment 2B</strong></th>
<th><strong>Begin</strong></th>
<th><strong>Complete</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Scoping</td>
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<tr>
<td>Environmental</td>
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<td>2017</td>
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<tr>
<td>Design</td>
<td>2017</td>
<td>2018</td>
</tr>
<tr>
<td>Construction</td>
<td>2019</td>
<td>2019</td>
</tr>
</tbody>
</table>
COOPERATIVE FUNDING AGREEMENT NO. M-71-110
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA

This Agreement is made and entered into as of May 12, 2008 ("Effective Date") by and between the Sonoma County Regional Parks Department and Sonoma County Transportation and Public Works Department hereinafter referred to as "COUNTY" and the SONOMA COUNTY TRANSPORTATION AUTHORITY hereinafter referred to as "AUTHORITY."

RECITALS

1. AUTHORITY adopted that certain 2005 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 2005 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 transportation improvements on Highway 1, Bodega Bay Trail in Sonoma County (hereinafter referred to as “Bodega Bay Trail Improvements”).

3. In connection with the Bodega Bay Trail Improvements, COUNTY desires to complete preliminary engineering, acquisition of right-of-way, preparation of plans, specifications and estimates and construction of the bikeway, 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 $950,000 in 2004 dollars to assist with the Project.

6. COUNTY will contribute Park Mitigation Fees, State Coastal Conservancy grant funds, and other available funds towards the Bodega Bay Trail Improvements.

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

COUNTY AGREES:

1. COUNTY Contribution. The County will contribute Park Mitigation Fees, State Coastal Conservancy grant funds, and will actively seek matching grant funding to implement the project.

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

3. 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.

4. 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.

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, COUNTY 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.

7. Excess Land Proceeds. COUNTY 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 Measure M funds, in the same proportion to the net proceeds as the original contribution of measure M funds was to the purchase price of the original parcel.

8. Cooperation. COUNTY understands and acknowledges that the Project is part of a larger multi-jurisdictional program improvement as more particularly set forth in
Exhibit E attached to this Agreement. **COUNTY** agrees to coordinate closely with the other agencies involved in the larger program improvement and to perform its responsibilities as described in Exhibit E.

**SECTION II**

**AUTHORITY AGREES:**

1. **Reimbursement of COUNTY Expenses.** Consistent with its Strategic Plan, to make available Measure M funds (currently set at $950,000 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 Needs.** If additional 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:

Director
Sonoma County Regional Parks Department
2300 County Center Drive, Suite 120A
Santa Rosa, Ca  95403
(707) 565-2041

Director
Sonoma County Transportation and Public Works Dept.
2300 County Center Drive, Suite 100B
Santa Rosa, Ca  95403
(707) 565-2231
To AUTHORITY:  Executive Director  
Sonoma County Transportation Authority  
520 Mendocino Avenue, Suite 240  
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.

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

By: Mike Karns
Board of Supervisors, Chairperson

SONOMA COUNTY
TRANSPORTATION AUTHORITY

By: SCTA Chair

ATTEST:

By: Robert Doe, My S. M.
Clerk of the Board of Supervisors

APPROVED AS TO SUBSTANCE:

By: Susan Smith
Executive Director

APPROVED AS TO LEGAL FORM
FOR COUNTY:

By: Dan M. Paul
COUNTY Attorney

By: Legal Counsel Authority

Cooperative Funding Agreement No. M-71-110
County of Sonoma
Page 6 of 11
EXHIBIT A

DESCRIPTION OF THE PROJECT

The **Highway 1, Bodega Bay Trail** improvements will create a safe route for pedestrians and bicyclists through the community of Bodega Bay. This will provide the community an alternative route to Highway 1 to access destinations such as Bodega Dunes State Park, the commercial district of the Bodega Bay Community, Bird Walk Coastal Access and Doran Beach Regional Parks.

This project will construct bicycle and pedestrian pathways in multiple segments. The project includes but not limited to right of way acquisition, paving, grading, drainage, striping, signage, fencing, bridge and boardwalk improvements.
### EXHIBIT B

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

<table>
<thead>
<tr>
<th>Segment 6C</th>
<th>Amount</th>
<th>Schedule</th>
</tr>
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<tbody>
<tr>
<td>Environmental, PS&amp;E</td>
<td>NA</td>
<td>2006/2007</td>
</tr>
<tr>
<td>Right of Way Acquisi</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Construction</td>
<td>$100,000</td>
<td>2007/2008</td>
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<table>
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<th>Segment 1B &amp; 1C</th>
<th>Amount</th>
<th>Schedule</th>
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</thead>
<tbody>
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<td>Environmental, PS&amp;E</td>
<td>NA</td>
<td>2007/2008</td>
</tr>
<tr>
<td>Right of Way Acquisi</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>Construction</td>
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<td>2008/2009</td>
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<td>2008/2009</td>
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<tr>
<td>Right of Way Acquisi</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>Construction</td>
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<td>2009/2010</td>
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<tr>
<th>Future Segments</th>
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<th>Schedule</th>
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<td>TBD</td>
</tr>
<tr>
<td>Right of Way Acquisi</td>
<td>$100,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction</td>
<td>$280,000</td>
<td>TBD</td>
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SCTA Chair  
Sonoma County Transportation Authority  
520 Mendocino Avenue, Suite 240  
Santa Rosa, Ca 95401  

FUNDING APPROPRIATION REQUEST  
PROJECT NAME: Segment 6C - Highway 1, Bodega Bay Trail  
AGREEMENT NO. M-71-110  

Dear SCTA Chair:  

The Sonoma County Regional Parks Department hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next Board meeting for the Segment 6C - Highway 1, Bodega Bay Trail Improvements project.  

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M-71-110) and is ready to complete work on Segment 6C of the project. Below is the specific appropriation request information.  

<table>
<thead>
<tr>
<th>Project Name &amp; Description:</th>
<th>Segment 6C - Highway 1, Bodega Bay Trail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Category:</td>
<td>Bicycle/Pedestrian Project</td>
</tr>
<tr>
<td>Phase Development Phase of this Appropriation:</td>
<td>Construction</td>
</tr>
<tr>
<td>Amount of Measure M Appropriate Request:</td>
<td>$100,000</td>
</tr>
<tr>
<td>Amount of Local Funding Match:</td>
<td>N/A</td>
</tr>
<tr>
<td>Sources of Local Funding Match:</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Project Cost:</td>
<td>$950,000</td>
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</table>

The current schedule for Segment 6C the Highway 1, Bodega Bay Trail is as follows:  

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Begin (MO/YR)</th>
<th>End (MO/YR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scoping</td>
<td>1/2005</td>
<td>5/2005</td>
</tr>
<tr>
<td>Right of Way (ROW)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Thank you for your consideration.
PROJECT REPORTING LETTER

Dear SCTA Chairman:

The County of Sonoma is pleased to present information related to Measure M funding for the following projects for FY ________:

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

| A Project Name: Central Sonoma Valley Bikeway |

**Measure M Financial Information**

| B Amount Allocated in Measure M (2004 $ for the Life of the Measure) |
| C Amount Programmed in Current FY |
| D Reimbursements Received in Current FY |
| E Amount of Matching Funds Provided |
| F Total Measure M Reimbursements Received in Prior Years |
| G Total Measure M Reimbursements to Date |
| H Total Measure M Funding Remaining |

**Description of Measure M Expenditures on Project**

I. Describe work completed this fiscal year. Were bike/pedestrian needs considered?

**Overall Status of Project by Phase**

| J Scoping |
| K Environmental |
| L Design |
| M Right of Way |
| N Construction & Construction Management |

**Report on public information requirements**

| K Did you display the Measure M logo on signs at the construction site or on vehicles? Please enclose picture. |
| L Did you provide digital pictures of projects before, during and after construction? |
| M Did you identify Measure M on your website? Please provide link. |
| N Did you include the SCTA and Measure M in any press releases, ground breakings or ribbon cuttings? |
| O Identify project benefits and discuss how the funds from this program category assist in congestion relief; |
| P Identify how the project is addressing the goals of Measure M as set out in the expenditure plan. |
| Q Did you participate in the development of the Measure M annual report? |

If you have any questions regarding this project information please contact:

Name:
Phone:
Email:

Sincerely,

Mary E. Burns, Director, Sonoma County Regional Parks Department or
Phillip Demery, Director, Sonoma County Department of Transportation & Public Works

Cooperative Funding Agreement No. M-71-110
County of Sonoma
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## RESPONSIBILITIES OF THE PARTIES

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1 bike path development</td>
<td>State</td>
</tr>
<tr>
<td>Class 2 bike lane and Class 3 bike route development</td>
<td>Authority</td>
</tr>
<tr>
<td></td>
<td>COUNTY Regional Parks</td>
</tr>
<tr>
<td></td>
<td>Transportation and Public Works</td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF 
THE COUNTY OF SONOMA, STATE OF CALIFORNIA, 
APPROVING A COOPERATIVE FUNDING AGREEMENT 
BETWEEN THE SONOMA COUNTY TRANSPORTATION 
AUTHORITY AND THE COUNTY OF SONOMA FOR THE 
BODEGA BAY TRAIL PROJECT

WHEREAS, voters of Sonoma County passed the Traffic Relief Act for Sonoma County — Measure M Expenditure Plan; and

WHEREAS, Highway 1 in Bodega Bay — Salmon Creek to Doran Beach Road, known as the Bodega Bay Trail project, was identified as a Bicycle/Pedestrian project to provide safe passage for locals and through traffic; and

WHEREAS, the County of Sonoma (County) seeks funding from the Sonoma County Transportation Authority (Authority) for the purpose of implementing the Bodega Bay Trail Project; and

WHEREAS, the completed trail project is estimated to cost in excess of $20.4 million; and

WHEREAS, Measure M includes $950,000 for purposes of implementing the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the Board of Supervisors is hereby authorized to execute Cooperative Funding Agreement No. M-71110 with the Authority.

Supervisors:


Ayes: 5 Noes: _______ Abstain: _______ Absent: _______

SO ORDERED.