

**MEASURE K RENEWAL COOPERATIVE AGREEMENT (C-26-039)
FOR THE CITY OF MANTECA
COUNTYWIDE BUS TRANSFER PROGRAM**

This Cooperative Agreement (“Agreement”) is made and entered into this 1st day of June 2026, by and between the CITY OF MANTECA (“Sponsor”) and the SAN JOAQUIN COUNCIL OF GOVERNMENTS, acting as the Local Transportation Authority (“Authority”).

RECITALS

WHEREAS Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in San Joaquin County pursuant to the authority provided by San Joaquin County Measure K Renewal Ordinance and the Local Transportation Improvement Plan (“LTIP”), which was approved by the voters of San Joaquin County on November 7, 2006; and

WHEREAS Sponsor desires to receive funding from the Authority for the particular transportation improvement project specified herein (“Project”); and

WHEREAS the Project is eligible for funds (as specified in the Measure K Renewal Strategic Plan) from the **PASSENGER RAIL, BUS AND BICYCLE/ PEDESTRIAN** funding category of the LTIP; and

WHEREAS the Authority is authorized under the Measure K Renewal Strategic Plan and LTIP to issue Measure K Renewal funds outside of San Joaquin Regional Transit District’s (RTD) minimum of 50% allocation from the Bus Transit category to the Sponsor up to an aggregate amount of \$600,000, on a first come first serve basis, over a two-year period starting June 1, 2026, for the Project as estimated by the Sponsor in Exhibit "A"; and

WHEREAS the Sponsor’s participation in the Countywide Bus Transfer Program is expected to result in reimbursement requests for eligible program participation costs, subject to the availability of Measure K Renewal funds and the terms of this Agreement as specified in Exhibit “A”. and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor over the course of the Project and such funds shall be released to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, in no event shall reimbursement payments, when aggregated with previously approved reimbursement requests, exceed the Measure K Renewal commitment set forth in the Project Cooperative Agreement of \$600,000; and

WHEREAS, Authority shall distribute funds on a first-come, first-served basis over a two year period commencing on June 1, 2026, and the Sponsor acknowledges and

agrees that in no event shall reimbursement payments exceed \$600,000, and further understands that funds may be fully expended prior to the conclusion of the two-year period, at which point no additional reimbursements shall be made; and

WHEREAS Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure K Renewal funds; and

WHEREAS Authority agrees to provide funding for the transportation improvements of the Sponsor's Project according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein and the mutual benefits derived therefrom, the parties agree as follows:

AGREEMENT

SECTION I

Covenants of Sponsor

1.1. Project Application. The Project description, scope of work, delivery schedule, anticipated amount and type of funds that will supplement Measure K Renewal funds, and the anticipated timing for release of Measure K Renewal funds and the Measure K Renewal "not to exceed" amount are specified in Exhibit "A," and incorporated herein by this reference.

1.2. Change in Project Scope. A change in the Project scope as described in Exhibit "A" may not be implemented until it has been approved in writing by the Authority.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs shall be those costs as defined in Exhibit "A". In no event shall expenses incurred prior to June 1, 2026, be considered eligible reimbursement costs. Sponsor shall report annually its fare policy adopted by the Sponsor's Council or Board of Directors and shall serve as the basis of reimbursement by the Authority. Should the Sponsor provide a fare free service, the reimbursement of fare shall be based on the last adopted fare policy of the Sponsor.

1.4. Measure K Renewal Percentage Share Defined. For this Project, reimbursement payments shall be limited to eligible costs incurred by the Sponsor associated with participation in the Countywide Bus Transfer Program and shall remain subject to the availability of Measure K Renewal funds allocated to the overall regional program.

1.5. Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor shall provide progress reports and may provide invoices as often as monthly for activities conducted over the prior unbilled month(s). These

documents shall include the following specified information:

1.5.a. Annual Progress Reports. The progress reports shall include the number of RTD Day Passes issued to Sponsors' passengers and the number of RTD Day Passes accepted on Sponsor's transit vehicles. This progress report will be included with invoices submitted to the Authority.

1.6. Use of Funds. Sponsor shall use Measure K Renewal funds consistent with Project scope of work, as described in "Exhibit "A" or approved by the Authority pursuant to Section 1.2.

1.7. Completion of Project. Sponsor shall be responsible for the timely completion of the Project and to provide management of consultant and contractor activities, including responsibility for schedule, budget, and oversight of the services, consistent with the scope of work. The Cooperative Agreement end date is June 30, 2028.

SECTION II Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for all eligible Project costs. To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.a. Deadline to Submit Reimbursement Request. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.b. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a. above, then Authority shall provide reimbursement payments for late submittals in the following calendar month.

2.1.c. Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to the Measure K Renewal percentage share for each invoice submitted to the Authority. The reimbursement percentage share for this Project shall not exceed 100% of the total project costs and available Measure K Renewal funds per fiscal year as specified in Exhibit "A"; provided, however, that reimbursements shall be issued on a first-come, first-served basis from the regional program funding pool, subject to availability of Measure K Renewal funds. In no event

shall aggregate reimbursements issued under the overall Countywide Bus Transfer Program over a twenty-four-month period commencing on June 1, 2026, exceed an aggregate amount of \$600,000, and may be discontinued if funds are fully expended prior to the conclusion of this period.

2.1.e. Suspension of Reimbursement. Reimbursement payments for the item(s) in question shall be suspended when a dispute arises as to whether or not the cost item(s) is eligible for reimbursement.

2.1.e.(1) Meeting: Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor's staff to discuss and attempt to resolve the dispute. If the invoice is received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice is received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.e.(2) Technical Advisory Committee. If an Agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Technical Advisory Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.e.(3) Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Technical Advisory Committee, then the dispute shall be submitted to the Authority's Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.e.(4) Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.1.f. Acceptance of Work Does Not Result in Waiver. Reimbursement payments do not result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2. Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Sponsor's records pertaining to the Project at any time during the four (4) year period after completion of the Project.

SECTION III
Mutual Covenants

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14.

3.2 Discharge. This Agreement shall be subject to discharge as follows:

3.2.a Breach of Obligation. If a party believes that the other is in breach of this Agreement, that party shall provide written notice to the breaching party and the written notice shall identify the nature of the breach. The breaching party shall have thirty (30) days from the date of notice to initiate steps to cure any breach that is reasonably capable of being cured. 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. If the non-breaching party is not satisfied that there has been a cure by the end of the time for cure, the non-breaching party may seek available legal remedies.

3.2.b Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties.

3.2.c Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.13, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3.a. That neither Authority, nor any officer or employee thereof, shall be responsible for, and Sponsor shall fully defend, indemnify, and hold harmless Authority against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify, and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3.b. That neither Sponsor nor any officer or employee thereof, shall be responsible for, and Authority shall fully defend, indemnify, and hold harmless Sponsor against, any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor harmless from any liability imposed for injury as defined by

Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO AUTHORITY:

Diane Nguyen
Executive Director
San Joaquin County
Transportation Authority
555 E. Weber Avenue
Stockton, CA 95202
nguyen@sjcog.org

TO SPONSOR:

Juan Portillo
Transit Manager
City of Manteca
110 Moffat Blvd.
Manteca, CA 95336
jportillo@manteca.gov

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.4. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.5 Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of the Agreement.

3.6 Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral Agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written Agreements.

3.7 Amendment. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.8 Independent Agency. Sponsor renders its services under this Agreement as an independent agency and the Authority is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authorities' agents or employees shall be agents or employees of Sponsor.

3.9 Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the

other party.

3.10 Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or 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.

3.11 Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

3.12 Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all the parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

3.13 Survival. The following provisions in this Agreement shall survive discharge:

3.13.a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.13.b. Authority. As to Authority, the following section shall survive discharge: Section 2.2 (right to conduct audit).

3.13.c. Both Parties. As to both parties, the following sections shall survive discharge: Section 3.2.a. (obligation which survives termination), and Section 3.3 (mutual indemnities).

3.14 Limitation. All obligations of Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and extend the sales tax proceeds provided by Measure K Renewal. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the project, the Authority shall promptly notify Sponsor, 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. Any future obligation to fund this project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.15 Attorney's Fees. Should any litigation commence between the parties

concerning the rights and duties of any party pursuant to, related to, or arising from, this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.16 Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.17 Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.18 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

3.19 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the Project or interpretation of any of its provisions.

3.20 No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.21 No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

3.22 Signator's Warranty. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

CITY OF MANTECA

SAN JOAQUIN COUNTY
TRANSPORTATION AUTHORITY

By: _____
JUAN PORTILLO
Transit Manger

By: _____
DIANE NGUYEN, AICP
Executive Director

**EXHIBIT “A”
THE CITY OF MANTECA
COUNTYWIDE BUS TRANSFER PROGRAM**

1. Project Names, Locations:

Countywide Bus Transfer Program, City of Manteca

2. Measure K Strategic Plan Project ID Number: TR 03: Regional Initiatives

3. Project Sponsor, Contact Person, Phone Number, e-mail:

City of Manteca
Juan Portillo
Transit Manager
209-456-8888
Jportillo@manteca.gov

4. Project Scope of Work: TR 03: Regional Initiatives

The Sponsor acknowledges that this Agreement does not constitute an exclusive or dedicated allocation of the full regional program funding amount and that other participating transit operators may also seek reimbursement from the Countywide Bus Transfer Program funding pool.

The Sponsor agrees to participate in the Regional Free Bus Transfer Program, supporting improved connectivity and coordination across participating transit services. The Authority shall issue the Sponsor RTD Day Passes. Should the Sponsor require additional RTD Day Passes, the Sponsor shall contact the Authority as defined in Section 3.4 at least 30 calendar days prior to depletion of its RTD Day Passes. The Authority shall provide the Sponsor an additional supply of RTD Day Passes within 15 calendar days. Until the end of the program or until funds are completely depleted.

Additionally, the Sponsor agrees to accept and distribute RTD Day Passes on all Sponsor’s buses and further agrees to make such passes available to customers who purchase the Sponsor’s Day Passes or show a Sponsor multi-ride or long term pass onboard to the Sponsor’s drivers, ensuring accessibility for customers. This includes accepting RTD’s 31-Day Passes. Sponsor agrees to implement this program on its fixed routes or deviated fixed routes. Sponsor acknowledges the various possible transfer opportunities that exist and shall accept RTD Passes.

The Sponsor also agrees to accept digital transit passes purchased through the Vamos Mobility app, once available, to support modernization efforts and enhance rider

convenience.

Should, in the future, rail services provided by the San Joaquin Regional Rail Commission (SJRRRC) may be incorporated into this project. An amendment to this Agreement shall be executed if and when SJRRRC agrees to participate in this project.

5. Expected Time of Delivery of Overall Project (indicate if task is already completed and phasing of the project):

City of Manteca	<u>Start Date</u> June 1, 2026	<u>Completion Date</u> June 30, 2028
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6. Estimated Project Cost (as applicable for each of the phases described above):

Description	MK Project ID Number	FY 26/27	FY 27/28	Total
Regional Program Participation	TR03	TBD	TBD	\$600,000

Sponsor reimbursement amounts shall be based on actual eligible participation and are not guaranteed.

Sponsor shall invoice its day pass and/or its monthly/31-day pass fare (as adopted by the Sponsor's council) times the number of RTD Day Passes and/or 31-Day Passes accepted on its vehicles for the period being invoiced based on the example below:

7. Funding Summary:

Funding Source	FY 26/27	FY 27/28	Total
Measure K: Regional Initiatives (TR03)	TBD	TBD	\$600,000
Total Revenue	TBD	TBD	\$600,000