

**REIMBURSEMENT AGREEMENT**  
**between the**  
**STANISLAUS COUNCIL OF GOVERNMENTS**  
**and**  
**MADERA COUNTY TRANSPORTATION COMMISSION**  
**FOR**  
**ADMINISTRATION OF STATE AND FEDERAL ADVOCACY CONTRACTS**

This Reimbursement Agreement (“**Agreement**”) is dated June 24, 2022 for reference purposes and is effective as of July 1, 2022, (“**Effective Date**”), by and between the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq., (hereinafter “**StanCOG**”) and the Madera County Transportation Commission (“**Agency**”), for administration and cost sharing of State and Federal advocacy agreements benefiting the San Joaquin Valley Region. StanCOG and the Agency are individually referred to herein as “**Party**” and may be collectively referred to herein as “**Parties**”.

**RECITALS**

- A. WHEREAS, the Stanislaus Council of Governments (StanCOG) is a member of the San Joaquin Valley Regional Planning Agencies; and
- B. WHEREAS, the San Joaquin Valley Regional Planning Agencies is a forum of regional planning agencies and metropolitan planning organizations consisting of the Council of Fresno Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, the San Joaquin Valley Unified Air Pollution Control District, and the San Joaquin Joint Powers Authority hereinafter collectively referred to as “**Policy Council**,”; and
- C. WHEREAS, the Agency desired to join in the Policy Council efforts to maximize funding for the San Joaquin Valley region; and
- D. WHEREAS, all members of the Policy Council have agreed to share the cost equally of state and federal advocacy for Fiscal Year 2022/2023; and
- E. WHEREAS, StanCOG has agreed to serve as the fiscal agent for purposes of the state and federal advocacy agreements by invoicing each member of the Policy Council for its respective share of the agreement costs and paying the state and federal advocacy invoices pursuant to the terms of the agreements; and

F. WHEREAS, each member of the Policy Council desires to enter into this agreement pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and condition hereinafter contained, the Parties hereto agree as follows:

**AGREEMENT**

**Section 1. Recitals.** The recitals above are hereby incorporated in this Agreement as if fully set forth herein.

**Section 2. Advocacy Agreements.** The Policy Council has entered into: (i) a Professional Services Agreement with Khouri Consulting, LLC for state advocacy services for an annual amount of \$70,000.00, billed monthly; and (ii) a Professional Services Agreement with Simon and Company, Inc., for federal advocacy services for an annual amount of \$50,000.00, billed monthly. Agreements cover the period July 1, 2022 through June 30, 2023. The state and federal advocacy agreements are collectively referred to herein as the “**Subject Agreements.**” Each Member of the Policy Council has agreed to share equally in the cost of the Subject Agreements.

**Section 3. Agency’s Contribution.**

3.1. Each member of the Policy Council will share in the cost of the Subject Agreements equally; therefore, the Agency shall be responsible for \$12,000.00 annually (“**Agency’s Share**”). Upon execution of this Agreement, StanCOG shall invoice Agency for its annual contribution. Agency will have the option to pay the Agency’s Share in one lump sum payment or in monthly installments of \$1,000.00 each. If paying in one lump sum, payment shall be made to StanCOG within thirty (30) calendar days of receipt of the invoice. If paying in monthly installments, payment shall be made in arrears to StanCOG within thirty (30) calendar days of receipt of an invoice.

3.2. Agency has received a copy of the Subject Agreements and agreed to the scope of work. All costs charged to this Agreement by StanCOG shall be directly related to Agency’s Share of the Subject Agreements. StanCOG shall also comply with Title 2, Code of Federal Regulations, Part 200 (Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments) in the procurement of services, supplies or equipment.

**Section 4. StanCOG Payment of Subject Agreements.** StanCOG shall pay the Subject Agreements monthly pursuant to the terms of the Subject Agreements. StanCOG’s obligation to make payments is subject to StanCOG’s actual receipt of the Agency’s Share and the other Policy Council member’s share of total cost of the Subject Agreements as identified in Section 3.

**Section 5. Term.** The Term of this Agreement shall be July 1, 2022 through June 30, 2023.

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**Section 6. Accounting, Audit, Retention and Inspection of Records.**

6.1. StanCOG agrees Agency or its designated representative(s) shall have the right to review, obtain, copy and audit all books, records, accounts, documentation and any other materials, collectively “**Records**”, pertaining to the performance of this Agreement. StanCOG will permit access its premises, upon reasonable notice, during normal business hours, for the purpose of inspecting and copying such Records for the purpose of determining compliance with any applicable laws, regulations and the provisions of this Agreement.

6.2. StanCOG agrees to maintain Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

**Section 7. Disputes.**

7.1. If a dispute arises between the Parties to this Agreement, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:

7.1.1. A meeting shall be held promptly between the Parties that will be attended by the Agency’s Executive Director and StanCOG’s Executive Director (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.

7.1.2. If the Parties are unsuccessful in resolving the dispute under 7.1.1, above, they may:

- (i) Agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
- (ii) Initiate litigation following compliance with applicable law, including the claims presentation requirements of the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

7.2. If any Party should bring a legal action against the other to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs, as determined by a court of competent jurisdiction in said proceeding.

**Section 8. Termination.**

8.1. Either Party may terminate this Agreement for any reason at any time upon thirty (30) days written notice. The notice for early termination may permit the Agency or StanCOG to rectify any deficiency(ies) prior to the early termination date. Early termination does not relieve the Agency of its obligation to pay Agency’s Share in full.

**Section 9. Notices**

9.1. Any notice(s) required pursuant to this Agreement shall be made in writing by hand-delivery, facsimile, first-class mail (registered or certified, return receipt requested),

overnight courier service, or by electronic mail if the Party to be provided notice has provided its email address to the other Party. Notices of changes or amendments to this Agreement, disputes, or court action must be served pursuant to non-electronic means provided for in this section.

9.2. All notices shall be deemed given and effective on the earliest of: (a) the date of transmission if such notice or communication is delivered via facsimile or electronic mail prior to 5:00 p.m. PST on a business day; (b) the next business day if such notice or communication is delivered via facsimile or electronic mail later than 5:00 p.m. PST on a business day; (c) the third business day following the date of mailing if sent by U.S. mail, nationally recognized courier service; or (d) upon actual receipt by the party to whom such notice is personally given.

9.3. Notices may be provided at the following addresses below. Each Party reserves the right to change its address for purposes of notice by providing written notice to the other Party.

To StanCOG: Stanislaus Council of Governments  
1111 I Street, Suite 308  
Modesto, CA 95354  
Attention: Karen Dunger  
Telephone: (209) 525-4600  
Facsimile: (209) 558-7833  
Email: [finance@stancog.org](mailto:finance@stancog.org)

To Agency: Madera County Transportation Commission  
2001 Howard Road  
Madera, CA 93637  
Attention: Patricia Taylor  
Telephone: (559) 675-0721 ext. 13  
Facsimile: (559) 675-9328  
Email: [patricia@maderactc.org](mailto:patricia@maderactc.org)

**Section 10. Amendments.** This Agreement may be modified or amended by the mutual consent of the Parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

**Section 11. Indemnification.** Except for the active negligence or willful misconduct of StanCOG and any of its directors, officers, agents, employees, assigns, and successors in interest, the Agency undertakes and agrees to defend, indemnify, and hold harmless StanCOG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or

injury to any person, including StanCOG's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Agency, its employees and agents in connection with its activities under this Agreement.

**Section 12. Independent Contractor, No Joint Venture.** The Agency, its officers, employees, and agents shall be independent contractors in the performance of this Agreement, and not officers, employees, contractors, or agents of StanCOG.

**Section 13. Assignment.** Neither Party shall assign this Agreement, or any part thereof, without the written consent of each Party to this Agreement, which consent will not be unreasonably withheld. Any assignment without such written consent shall be void and unenforceable.

**Section 14. Successors.** This Agreement shall bind and benefit the Parties hereto, and their successors and permitted assigns.

**Section 15. Entire Agreement.** This Agreement contains the entire agreement of the Parties and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged or terminated unless the same is in writing executed by the Parties. Agency and StanCOG represent that in entering this Agreement, they have not relied on any previous representations, inducements, or understandings of any kind or nature.

**Section 16. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or local statutes, ordinance, or regulations the remaining provisions of this Agreement or application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**Section 17. Governing Law.** All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State. Any dispute not resolved by informal means between the Parties to this Agreement may be adjudicated in a court of law under the laws of the State of California.

**Section 18. Waiver of Default.** Waiver of any default by either party to this Agreement shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless modified pursuant to the terms of this Agreement.

**Section 19. Counterparts and Electronic Signatures**

19.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

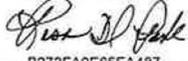
19.2. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto and shall become effective as of the Effective Date.

**Stanislaus Council of Governments,  
a joint powers agency**

**Madera County Transportation  
Commission**

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Rosa De Leon Park  
Its Executive Director

7/13/2022

Date



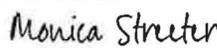
Patricia Taylor  
Its Executive Director

July 11, 2022

Date

APPROVED AS TO FORM

DocuSigned by:



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Monica Streeter  
General Counsel