

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Santa Barbara County Association of Governments,**  
**and the**  
**Ventura County Transportation Commission**  
**for the**  
**Contactless Card Readers on VCTC Coastal Express Commuter Buses**

This Memorandum of Understanding (MOU) is entered into by and between the Santa Barbara County Association of Governments (SBCAG), the Ventura County Transportation Commission (VCTC), herein referred to collectively as PARTIES.

WHEREAS, in June 2023, SBCAG and the California Department of Transportation (CALTRANS) were awarded funding for several projects including the Contactless Card Readers on VCTC Coastal Express Commuter Buses (PROJECT) by the California Transportation Commission (CTC). The award of funding was based on applications that had been submitted identifying SBCAG and CALTRANS as sponsors and SBCAG as the implementing agency.

WHEREAS, the award of funding from the CTC Cycle 3 for PROJECT, among several other projects funded, would come from the Senate Bill 1 funds from the Solutions for Congested Corridors Program (SCCP).

WHEREAS, one of the requirements for receiving SCCP funds is to have applicants, sponsors and implementing agencies named in the application by SBCAG and CALTRANS, execute a baseline agreement (SB 1 BASELINE AGREEMENT) with the CTC.

WHEREAS, SBCAG was named the implementing agency and will work with VCTC to deliver PROJECT and consequently is required to enter SB1 BASELINE AGREEMENT, along with CALTRANS.

WHEREAS, under the SB 1 BASELINE AGREEMENT, SBCAG is to receive SCCP funds for PROJECT, and VCTC would be responsible for completing the PROJECT.

WHEREAS, SBCAG and VCTC have agreed to enter into a Memorandum of Understanding (MOU) to document funding and implementation efforts for the PROJECT and ensure that the PROJECT is completed.

WHEREAS, this MOU represents the desire of PARTIES to define roles, responsibilities and deliverables related to the PROJECT described above.

NOW THEREFORE, the PARTIES do mutually agree as follows:

1. The above recitals are true and correct and incorporated herein.

**2. Description of PROJECT**

This project includes procurement of forty-one (41) contactless card readers and associated system equipment for the Ventura County Transportation Commission (VCTC) commuter bus fleet. VCTC operates the popular Coastal Express commuter line, which since 2001 has been jointly funded by SBCAG and VCTC, with VCTC as the service provider.

The Coastal Express line travels between residential communities in Ventura County, such

as in the cities of Oxnard and Ventura, to education, leisure, and work sites in Santa Barbara County, including to Santa Barbara, Goleta and UCSB. Bus stops in Ventura County include locations within, or immediately adjacent to, designated Disadvantage Communities.

### 3. Need and Support

The following actions define the Need and Support for the PROJECT:

- A. It has long been a goal of SBCAG and CALTRANS, to support multi-modal opportunities and enhancements to improve mobility and/or promote more modes in the Highway 101 Corridor, and the PROJECT meets those goals.
- B. SBCAG has an SB1 BASELINE AGREEMENT with the CTC to deliver the PROJECT with funding provided in part from the SCCP program.

### 4. Term

The term of this MOU shall commence as of the date of execution by PARTIES and shall extend through December 31, 2027, unless otherwise modified or earlier terminated.

### 5. Scope of Services and Roles and Responsibilities

PARTIES agree to the roles and responsibilities outlined in Exhibit B "Scope of Services ("WORK")" as attached hereto and incorporated by this reference, and herein referred to as WORK.

### 6. Funding and Invoicing

PARTIES agree to the funding identified in Exhibit C, as attached hereto and incorporated herein by reference. The PARTIES agree:

- A. SBCAG will contribute \$400,000 in SCCP funding.
- B. VCTC will contribute \$100,000 in Federal Transit Administration Section 5339 (FTA 5339) funding.
- C. SBCAG will not bill any labor for its own staff costs attributable to the PROJECT.
- D. VCTC shall submit invoices for reimbursement to SBCAG quarterly for WORK performed and/or led by VCTC. Invoices shall contain sufficient detail to enable an audit of the charges and be accompanied by backup documentation regarding quarterly PROJECT WORK.
- E. SBCAG will provide reimbursement to VCTC within 30 days of receipt of a correct and complete invoice as described above for all eligible costs. SBCAG shall reimburse VCTC prior to seeking reimbursement from CALTRANS.
- F. SBCAG will evaluate and determine the eligibility of PROJECT expenditures that will be submitted for reimbursement. Eligibility will be pursuant to the original descriptions contained in the application for PROJECT and the Project Programming Request (PPR) that was submitted with the SB 1 BASELINE AGREEMENT, as attached hereto as Exhibits D and E and incorporated by this reference. If CALTRANS rejects reimbursements VCTC agrees to properly return such funds to SBCAG.
- G. If at any time it is determined that the cost to complete the PROJECT is anticipated to exceed the total funding shown in Exhibit C, SBCAG and VCTC shall meet and confer to determine a course of action and may amend the MOU in accordance with the amendment provisions of this MOU.

### 7. Reporting

- A. VCTC will lead reporting requirements for PROJECT through online tool called

CalSmart and coordinate with SBCAG on progress of deliverables, expenditures, and corrective actions if necessary

- B. PARTIES agree to work together to complete WORK to complete milestones in Exhibit D in order for VCTC to report on progress to meet SCCP FUNDING requirements.

**8. Other Parties of Interest**

PARTIES do not intend this MOU to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this MOU. VCTC shall coordinate with its vendors that may be involved in this PROJECT.

**9. Designated Representatives & Notices**

PARTIES shall establish a Designated Representative for administering the work to be completed under this MOU for the PROJECTS. Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, to the Designated Representative. Those representatives are shown below:

Agency	Contact Individual and Information
VCTC	Claire Grasty Ventura County Transportation Commission Public Transit Director 751 E. Daily Drive, Suite 420 Camarillo, CA 93010 <a href="mailto:cgrasty@goventura.org">cgrasty@goventura.org</a>
SBCAG	Fred Luna SBCAG Director of Project Delivery and Construction 260 North San Antonio Road, Suite B Santa Barbara, CA 93110 <a href="mailto:fluna@sbcag.org">fluna@sbcag.org</a>

SBCAG or VCTC may modify its Designated Representative by providing in writing the new individual's contact name and information to the other PARTY'S Designated Representative. The PARTIES may also provide notice at such other address or to such other person that the PARTIES may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either PARTY agrees to service of process except as required by applicable law.

**10. Issue Resolution**

It is the intent of PARTIES to resolve issues that may arise during the completion of WORK under this MOU at the lowest level possible. However, it is agreed that certain issues may need to be elevated to obtain a resolution. Below is a tiered description of how issues shall be resolved by PARTIES. VCTC and SBCAG agree to meet during the course of the PROJECT to discuss progress and issues as a Project Development Team (PDT). Members of the PDT shall include SBCAG and VCTC.

**Level 1 - PDT.** The PDT shall be charged with the responsibility for resolving issues that arise during performance of WORK when consensus cannot be reached. Issues regarding

scope, cost, or schedule that do not demand action for additional budget authority shall be attempted to be resolved by the PDT. The PDT will review the project issue, develop and discuss options for resolution, and reach consensus on an approach. If consensus cannot be reached, the PDT will agree to elevate the issue to Level 2.

**Level 2 - Management.** The PDT will convene a meeting of Level 2 - Management when an issue cannot be resolved by the PDT in Level 1. Level 2 Management members will include the Director of Project Delivery and Construction for SBCAG and the Transit Director for VCTC.

**Level 3 - Executive Management.** Any issue not resolved at Level 2, will be submitted for consideration at a meeting to be held by Level 3 - Executive Management members from PARTIES. Level 3 Executive Management members will include the Executive Director for SBCAG and the Executive Director for VCTC.

#### **11. Indemnification and Non-Partnership**

PARTIES agree to the provisions outlined in Exhibit A as attached hereto and incorporated herein by reference.

#### **12. Entire MOU and Amendments**

In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the PARTIES and there have been no promises, representations, agreements, warranties or undertakings by any of the PARTIES, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the PARTIES to this MOU and by no other means. Each PARTY waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

#### **13. Termination**

- A. **For convenience.** This MOU may be terminated by either PARTY for convenience or otherwise upon thirty (30) days of written notification to the other.
- B. **For cause.** Should either PARTY default in the performance of this MOU or materially breach any of its provisions, the non-breaching PARTY may terminate or suspend this MOU in whole or in part by written notice. Upon receipt of notice, the breaching PARTY shall have ten (10) business days to cure the alleged breach. Upon a failure to cure, the date of termination shall be the date the notice is received by the breaching PARTY, plus ten (10) business days, unless the notice directs otherwise.

#### **14. California Law and Jurisdiction**

This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

#### **15. Compliance with Law**

Each PARTY shall, at its sole cost and expense, comply with all SBCAG, Local, State, and Federal ordinances, statutes, regulations, and Presidential or Executive Orders now in force or which may hereafter be in force with regard to this MOU. PROJECT specified herein is subject to federal requirements. PARTIES therefore agree this MOU and any consultant(s), contractor, or subcontractor performing WORK herein is subject to Title 2, Code of Federal Regulations (CFR), Part 200, as applicable, and Federal Transit Administration circulars and

requirements which are incorporated herein by reference. Each PARTY will ensure compliance with federal procurement requirements including but not limited Title 2, CFR, sections 200.317 through 200.327.

**16. Execution of Counterparts**

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the PARTIES shall preserve undestroyed, shall together constitute one and the same instrument.

**17. Authority**

All signatories and PARTIES to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this MOU have been fully complied with.

**18. Precedence**

In the event of conflict between the provisions contained in other Agreements in existence as of the effective date of this MOUs between the PARTIES, the provisions contained herein control with respect to the PROJECT.

In the event of conflict between provisions contained in the numbered sections of this MOU and the provisions contained in the Exhibits, the provisions in the numbered section shall prevail over those in the Exhibits.

**19. No Publicity or Endorsement**

Neither PARTY shall use the other PARTY's name or logo or any variation of such name or logo in any publicity, advertising, or promotional materials, unless otherwise required. Neither PARTY will use each other's name or logo in any manner that would give the appearance that the one is endorsing the other. Neither PARTY shall in any way contract on behalf of or in the name of the other PARTY. Neither PARTY shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the other PARTY or its projects without obtaining the prior written approval of the other PARTY.

**20. Property and Information**

The PARTY providing property, documents, and information for use in connection with the services shall remain the property of that PARTY. Both PARTIES shall return any such items whenever requested by the other PARTY. Each party may use such items only in connection with providing the services. Neither PARTY will disseminate any of the other PARTY's property, documents, or information without prior written consent.

**21. Records, Audit, And Review**

VCTC shall keep and maintain business records pursuant to this MOU for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during VCTC's regular business hours or upon reasonable notice. In addition, if this MOU exceeds ten thousand dollars (\$10,000.00) VCTC shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the MOU (Cal. Govt. Code section 8546.7). VCTC shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state, or other regulatory audit exceptions are made relating to this MOU, VCTC shall reimburse all costs incurred by SBCAG associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, VCTC shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

## 22. Mandatory Disclosure

VCTC must disclose, in a timely manner, in writing to SBCAG all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. SBCAG is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in Title 2 of the Code of Federal Regulations (CFR), section 200.338 Remedies for Noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

## 23. Nondiscrimination

VCTC shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, CFR Part 21 through Appendix C and 23 CFR 710.405(b). During the performance of this MOU, the VCTC, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** VCTC shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this MOU.
- B. **Nondiscrimination.** The VCTC and its consultant(s), contractor(s), or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this MOU. The VCTC shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the VCTC to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU. VCTC, with regard to the WORK performed by it during the MOU, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of consultants, contractors, or subcontractors, including procurement of materials and leases of equipment. VCTC shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for consultant, contractor, or subcontractor including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by VCTC for WORK to be performed, including procurement of materials or leases of equipment, each potential consultant, contractor, or subcontractor shall be notified by VCTC of VCTC's obligations under this MOU, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. **Information and Reports.** VCTC shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be

determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a VCTC is in the exclusive possession of another who fails or refuses to furnish this information, VCTC shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of VCTC's noncompliance with the nondiscrimination provisions of this MOU, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to VCTC under this MOU until VCTC complies, and/or
- ii. Cancellation, termination or suspension of the MOU in whole or in part.

#### **24. Consultants, Contractors, or Subcontractors**

VCTC is authorized to retain subcontractors to perform WORK under this MOU. VCTC shall be fully responsible for all WORK performed by its subcontractors. VCTC shall secure from its consultants, contractor, and/or subcontractors all rights for SBCAG in this MOU, including audit rights. All consultants, contractor, and/or contractors shall be subject to Title 2, Code of Federal Regulations, Part 200 procurement provisions including but not limited to section 200.327. In awarding contracts, as may be applicable, VCTC will comply with the California Public Contract Code, California Prevailing Wage, and Labor Code requirements.

#### **25. Survival**

All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.

#### **26. Severability**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **27. Remedies Not Exclusive**

No remedy herein conferred upon or reserved to either PARTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### **28. Exemption**

Each PARTY's obligations under this MOU are subject to the appropriation of resources by the State Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC), and each PARTY's governing body.

#### **29. Conflict of Interest**

The PARTIES covenant that they presently have no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. VCTC agrees to promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG in writing.

#### **30. Section Headings**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**31. No Waiver of Default**

No delay or omission of any of the PARTIES to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU shall be exercised from time to time and as often as may be deemed expedient.

**32. Successors and Assigns**

All representations, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**33. Administrative Amendments**

The SBCAG Executive Director, or designee, is authorized to make immaterial amendments to the MOU such as updating the Designated Representatives, updating addresses for notices, or other clerical error corrections which will not result in a material change to the MOU, Statement of Work, or total MOU amount, in accordance with the amendment provision in this MOU and upon review and concurrence by legal counsel.

**34. Clean Air Act**

- A. PARTIES agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. PARTIES agree to report each violation to the California Environmental Protection Agency and understands and agree that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the Federal Agency which provided funds in support of this MOU, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agree to include these requirements in each consultant, contractor, or subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**35. Federal Water Pollution Control Act**

- A. PARTIES agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. PARTIES agree to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Agency which provided funds in support of this MOU, and the appropriate Environmental Protection Agency Regional Office.
- C. PARTIES agree to include these requirements in each consultant, contractor, or subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**36. Debarment and Suspension**

- A. Each PARTY certifies that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal or



state government contracts. Each PARTY certifies that it shall not contract with a consultant, contractor, or subcontractor that is so debarred or suspended.

- B. This certification is a material representation of fact relied upon by the PARTIES. If it is later determined that either PARTY did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the Federal Funding Agency may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This MOU is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such each PARTY is required to verify that none of the consultants, contractors, subcontractors, or its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- D. Each PARTY must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

### **37. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)**

Each PARTY certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **38. Procurement of Recovered Materials**

- A. In the performance of this MOU, each PARTY shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **39. Access to Records**

The following access to records requirements apply to this MOU:

- A. Each PARTY agrees to provide the other PARTY and the Federal Agency which provided funds in support of this MOU, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this MOU for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. Each PARTY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Each PARTY agrees to provide the Federal Agency which provided funds in support of this MOU or its authorized representatives access to construction or other work sites pertaining to the work being completed under the MOU.

#### **40. Use of Federal Agency Logos**

CONTRACTOR shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency without specific pre-approval.

#### **41. Compliance with Federal Laws, Regulations, And Executive Orders**

This is an acknowledgement that federal financial assistance will be used to fund this MOU. Each PARTY will only use federal funds as authorized herein. Each PARTY will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

#### **42. No Obligation by Federal Government**

The Federal Government is not a party to this MOU and is not subject to any obligations or liabilities to the non-Federal entity or any other party pertaining to any matter resulting from the MOU.

#### **43. Program Fraud and False Or Fraudulent Statements Or Related Acts**

Each PARTY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this MOU and actions pertaining to this MOU.

#### **44. Domestic Preferences for Procurements**

- A. As appropriate and to the extent consistent with law, Each PARTY should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all consultant, contractor, or subcontractor agreements.
- B. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **45. Prohibition on Certain Telecomm Prohibition and on Certain Telecommunications And Video Surveillance Services or Equipment**

- A. Each PARTY is prohibited from obligating or expending loan or grant funds to:
  - i. Procure or obtain;
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

- Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  - F. See Public Law 115-232, section 889 for additional information.
  - G. See also 2 CFR § 200.471.

*[This area left intentionally blank. Signatures on the following pages.]*

This Memorandum of Understanding is entered into in Santa Barbara County and shall be effective when fully executed by the PARTIES.



**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**  
A Joint Powers Authority

\_\_\_\_\_  
Jenelle Osborne  
Chair, SBCAG Board of Directors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Marjie Kirn  
Executive Director  
Clerk of the Board

APPROVED AS TO FORM:  
Rachel Van Mullem  
County Counsel

\_\_\_\_\_  
Deputy County Counsel

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This Memorandum of Understanding is entered into in Santa Barbara County and shall be effective when fully executed by the PARTIES.



**VENTURA COUNTY TRANSPORTATION COMMISSION**

\_\_\_\_\_  
Bryan MacDonald  
VCTC Chair

Approved as to Form:

By: \_\_\_\_\_  
VCTC Counsel

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## EXHIBIT A

### MUTUAL INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

### NON-PARTNERSHIP

This MOU is not intended by the PARTIES to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the PARTIES shall be only those expressly set forth herein.

*[This area intentionally left blank.]*

**Commented [MN1]:** Claire: This language means that each party will fully indemnify the other party for liability arising out of the negligent or willful acts of that party and the liability will not be split proportionally among the agencies.

This term is bilateral which means that both VCTC and SCBAG would have the same obligation. However, this provision would reduce/potentially eliminate shared liability situations in favor of each party being fully responsible for liability stemming from that party's negligence even if the other party also had some fault.

## Exhibit B Scope of Services (“WORK”)

PARTIES shall complete the tasks for the following PROJECT WORK as identified in the table below.

TASK	VCTC	SBCAG
Environmental Phase	L	
Preliminary Engineering and Design	L	
Detailed Design and Capital Cost Estimates	L	
Right of Way Support and Acquisition	N/A	
Permits and Mitigations	N/A	
Utility Relocations	N/A	
Fund Administration		L
Funding Reporting and Invoicing	L	S
Public Outreach	L	
Construction Bidding	L	
Construction Administration	L	
Construction Closeout	L	
Project Closeout	L	S

LEGEND:

<u>Symbol</u>	<u>Description</u>
S	Shared responsibility among PARTIES
L	Lead Agency is the implementing agency responsible for completing all WORK.
N/A	Not applicable to the PROJECT.

*[This area intentionally left blank.]*

### Exhibit C PROJECT Funding

PARTIES, in accordance with the provisions of this MOU, hereby agree that the funding table below represents the funding provided for the WORK, as defined in Section 5. VCTC is responsible for completion of WORK in accordance with Exhibit D.

PROJECT Phase	PARTY Responsible for Implementing	PARTY Responsible for funding	Total Cost and Funding		
			SCCP	FTA 5339	Totals
CON	SBCAG	SBCAG	\$400,000	-	\$400,000
		VCTC	-	\$100,000	\$100,000
Totals			\$400,000	\$100,000	\$500,000

*[This area intentionally left blank.]*



## **Exhibit D**

### **COVER PAGE**

#### **Project Programming Request (PPR)**

*The attached PPR is set forth on the State of California, Department of Transportation, Project Programming Request form PRG-0010 (REV 08/2020), with PPR ID ePPR-6090-2020-0006 v0, and is a total of 7 pages.*

*[This area intentionally left blank.]*

## **Exhibit E**

### **COVER PAGE**

#### **SB1 BASELINE AGREEMENT**

*The attached SB1 Baseline Agreement is set forth on the State of California, California Transportation Commission form CTC-0001 (REV 03/2023), titled "ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 PROJECT BASELINE AGREEMENT" and is a total of 3 pages.*

*[This area intentionally left blank.]*