

**Reimbursable Agreement
between the
Ventura County Transportation
Commission and the
National Park Service
United States Department of the
Interior for the
U.S. 101 Conejo Pass Area Wildlife Tracking Study**

**Section 1
Recitals and Scope of Work**

1. Recitals

- A. The Ventura County Transportation Commission (VCTC) received a Caltrans Sustainable Transportation Planning – Sustainable Communities Grant for the U.S. 101 Conejo Pass Area Wildlife Tracking Study. The project is necessary to evaluate current wildlife connectivity and make recommendations for maintaining and improving connectivity throughout this critical region. Funding for this grant is provided by the State of California under the Road Repair and Accountability Act of 2017.
- B. The U.S. 101 Conejo Pass Area Wildlife Tracking Study will provide information and data necessary to ensure the conservation of wildlife within the boundary of the Santa Monica Mountains National Recreation Area.
- C. VCTC and National Park Service (NPS) wish to enter into a reimbursable agreement to complete the U.S. 101 Conejo Pass Area Wildlife Tracking Study.
- D. The Intergovernmental Cooperation Act of 1968, as amended (31 USC 6505) permits Federal agencies to provide specialized or technical services in areas where the agency has special competence to State and local units of government upon request.
- E. The NPS has conducted a wildlife research program in southern California for 27 years. NPS has special competence in road-related wildlife connectivity research.
- F. VCTC requests that the NPS provide the services described in the agreement, in order to complete the U.S. 101 Conejo Pass Area Wildlife Tracking Study.

2. Scope of Work

- A. The scope of work to be performed under this Agreement (hereinafter referred to as the Work) shall be in accordance with the Sustainable Communities Grant (State-SB 1) Restricted Grant Agreement, Agreement Number 74A1392 (hereinafter Restricted Grant Agreement), included as Attachment 2, and the Statement of Work, included as Attachment 2. The Restricted Grant Agreement, Scope of Work, and Grant Application Guide Sustainable Communities and Strategic Partnerships for Fiscal Year 2022-23, included as Attachment 3, are attached hereto and incorporated by reference.
- B. NPS agrees to provide a Wildlife Tracking Study for the U.S. 101 Conejo Pass Area to VCTC, as described herein and in accordance with the Restricted Grant Agreement.
- C. In case of conflict between any applicable Federal, State, and Local laws, regulations,

and ordinances, and/or any applicable policies, procedures, or published manuals of either Caltrans or VCTC, the order of precedence of the applicability of same to this Agreement shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) Caltrans policies, procedures, and published manuals; 4) Local ordinances; and 5) VCTC policies, procedures, and published manuals. Additionally, in the event of a conflict between this Agreement and its attachments, the terms of this Agreement, including its designations and modifications, shall prevail.

- D. Work shall be performed along U.S. Highway 101 in the Conejo Pass area as further described in Attachment 1.
- E. This Agreement will commence upon the written approval by both VCTC and NPS, and no work shall begin prior to November 1, 2022. NPS shall not receive payment for work performed prior to November 1, 2022, and before receipt of notice to proceed by the VCTC Contract Manager. This Agreement shall expire on February 28, 2025. The
- F. The parties may amend this Agreement by mutual written agreement of the parties. Any proposed modification requires a formal amendment.
- G. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Ventura County Transportation Commission	NPS: National Park Service, United States Department of the Interior
Section/Unit: Department of Planning and Sustainability	Section/Unit: Santa Monica Mountains National Recreation Area
Project Manager: Amanda Fagan	Project Manager: David Szymanski
Address:	Address:
751 E. Daily Dr., Suite 420 Camarillo, CA 93010	401 West Hillcrest Dr. Thousand Oaks, CA 91360
Phone: 805-642-1591 ext. 103	Phone: 805-370-2342
Email: afagan@goventura.org	Email: David_Szymanski@nps.gov

Section 2
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. NPS will provide services described as “NPS In-Kind Match” in Attachment 1 at its expense.
- B. NPS will provide all other services on a reimbursable basis in accordance with the rates in Attachment 1.
- C. NPS will provide invoices at least quarterly, but no more frequently than monthly. Invoices shall be itemized per Attachment 1, and shall include the Agreement Number, the period of services, other direct expenses and any other applicable items from Attachment 1 and shall be submitted not more frequently than monthly in arrears to:

Ventura County Transportation Commission
Attention: Amanda Fagan
751 E. Daily Dr., Suite 420
Camarillo, CA 93010

- D. Invoices shall be itemized in accordance with the Cost Proposal, in Attachment 1, and include supporting documentation for materials, supplies, and equipment.
- E. Both parties agree to provide funding or in-kind match in the amounts shown in this Agreement.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to VCTC by Caltrans for the purpose of the Work and if funds are made available by Congress to the NPS for the In-Kind Match. This Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature do not appropriate sufficient funds for the Work, this Agreement shall be amended to reflect any reduction in funds.
- D. VCTC and NPS have the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Rates

Rates for the Work may be found in the Cost and Schedule section, Attachment 1 of this Agreement.

4. Allowable Costs and Payments

- A. The method of payment for this Agreement will be based on actual costs incurred by NPS. VCTC will reimburse NPS for actual costs (including labor costs, employee benefits, travel, overhead and other direct costs) incurred by NPS in performance of the Work. Actual costs shall not exceed the estimated wage rates and other estimated costs set forth in the NPS's cost proposal, included as Attachment 1, without prior written Agreement between VCTC and NPS.
- B. NPS shall not commence performance of work or services to be funded by VCTC until this Agreement has been approved by VCTC and the VCTC Project Manager has issued the Notice to Proceed. No payment will be made prior to approval nor any work performed prior to approval of this Agreement.
- C. The total amount payable by VCTC shall not exceed three-hundred twenty-six thousand eight-hundred and ninety dollars (\$326,890). It is agreed and understood that this

Agreement fund limit is an estimate and that VCTC will only reimburse the cost of services actually rendered in accordance with the provisions of this Agreement and as authorized by the VCTC Contract Manager at or below the amount payable established herein.

5. Materials/Supplies

Total expenditures for materials/supplies shall not exceed the amount set forth in the line item in Attachment 1, save through prior agreement between the parties, documented in writing.

6. Equipment Purchase (By NPS)

- A. Prior agreement in writing by the VCTC Project Manager shall be required before the NPS enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services with the intent of seeking reimbursement from VCTC. The NPS shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. Any equipment purchased as a result of this Agreement is subject to the following: NPS will comply with NPS Director's Order 44: Property Management as well as the Federal Property and Administrative Services Act of 1949, and other laws and policy requirements for property management. Any equipment purchased by the NPS with funds provided by VCTC will be returned to VCTC at the end of this Agreement unless used under a subsequent Agreement between the parties or research project funded by VCTC.

Section 3
Special Terms and
Conditions

1. Termination

- A. This Agreement may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, VCTC will reimburse NPS for all allowable, authorized, and non-cancelled costs up to the date of termination.
- B. NPS agrees that no later than thirty (30) days after the Termination Date NPS shall submit all final accurate invoices to VCTC to make final allowable payments for the Work costs in accordance to the terms of this Agreement.

2. NPS's Reports and/or Meetings

- A. NPS agrees to submit progress reports quarterly to allow the Agreement Manager to determine if NPS is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. NPS shall meet with the Agreement Manager as needed to discuss progress on the Agreement.

C. Prior to completion of the Agreement, NPS shall hold a final meeting with the Agreement Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.

3. Publication of Results of Studies

No party to this Agreement will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

4. Confidentiality of Data

NPS will protect sensitive or confidential records under its possession and control available in accordance with the Freedom of Information Act, 5 U.S.C. § 552 (2018), the Department of the Interior's implementing regulations found at 43 C.F.R. part 2.

5. Non-Discrimination:

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

Section 4
Additional Provisions

1. Statement of Self Insurance

As an agency of the United States Department of the Interior, the NPS is self-insured. The NPS's commitment to pay any lawful obligation incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

2. Records Review Procedures

The NPS will make records under its possession and control available for inspection or copying in accordance with the Freedom of Information Act, 5 U.S.C. § 552 (2018), the Department of the Interior's implementing regulations found at 43 C.F.R. part 2.

3. Federal Tort Claims Act

To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2018), the NPS will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful obligation or liability incurred by the NPS under this Agreement is backed by the full faith and credit of the United States.

4. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

5. Relationship of Parties

It is expressly understood that this Agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

6. Budget Breakdown

Project Time Period: June 2023 – February 28, 2025

Brief Timeline: Project tasks are expected to begin in June 2023, starting with Tasks 1 and 2 (equipment acquisition), followed by Tasks 3 and 4 during Summer/Fall 2023. Monitoring will continue throughout the latter part of 2023 and 2024, with analysis and report preparation late 2024 into early 2025.

Funding Request and Budget: The items below include a standard 10.5% indirect cost rate established by the National Park Service, in compliance with Office of Management and Budget Circular A-25.

Task #	Task Title	Grant Amount	Estimated Local Cash Match	Estimated NPS In-Kind Match	Estimated Total Project Cost
01	Project Administration	\$0	\$0	\$42,132	\$42,132
1	Remote Camera + Accessories Acquisition	\$25,300	\$0	\$5,849	\$31,149
2	GPS Collar, Air Time, Trap Transmitter Acquisition	\$70,410	\$0	\$6,000	\$76,410
3	Remote Camera Placement	\$28,192	\$0	\$0	\$28,192
4	Animal Capture + GPS Collaring	\$28,193	\$0	\$85,860	\$114,053
5	Monitoring of Collared Animals and Remote Cameras	\$115,590	\$0	\$13,000	\$128,590
6	Data Analysis, Report Preparation, and Public Outreach	\$59,205	\$0	\$27,077	\$86,282
	Totals	\$326,890	\$0	\$179,918	\$506,808

CONTACT INFORMATION

All communications and notices regarding this Agreement will be directed to the following key officials for each party:

A. For NPS:

Acting Regional Director, NPS
555 Battery Street, Suite 122
San Francisco, CA 94111

David Szymanski
Superintendent
Santa Monica Mountains National Recreation Area
401 West Hillcrest Drive
Thousand Oaks, CA 91360
805-370-2301

Dr. Seth P.D. Riley
Wildlife Ecologist
Santa Monica Mountains National Recreation Area
401 West Hillcrest Drive
Thousand Oaks, CA 91360
805-370-2358

B. For VCTC:

Martin Erickson
Executive Director
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010
805-642-1591

Amanda Fagan
Director of Planning and Sustainability
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010
805-642-1591

EXECUTION AND COUNTERPARTS

The parties agree and represent that they have read this Agreement in its entirety, reviewed it with their respective counsel, and understand its contents. Each of the persons executing this Agreement warrants that he or she has the right and power to enter into this Agreement on behalf of the party for whom he or she is representing that he or she is executing this Agreement.

Each party agrees that this Agreement may be executed by electronic or facsimile signature, which shall be as effective as an original signature and which may be used in lieu of the original for any purpose, and in one or more counterparts, all of which together shall constitute one agreement binding on all the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first above written.

Ventura County Transportation Commission	National Park Service
By: Martin R. Erickson	By:
Its: Executive Director	Its: Acting Regional Director
Signature as to Form:	Recommended:
By: Steve Mattas	By: David Szymanski
Its: General Counsel	Its: Superintendent