

COOPERATIVE AGREEMENT

BETWEEN

VENTURA COUNTY TRANSPORTATION COMMISSION

AND

HELP OF OJAI

THIS AGREEMENT is entered into on this 6th day of September, 2024 ("Effective Date") between Ventura County Transportation Commission (hereinafter referred to as VCTC) and HELP of Ojai (hereinafter referred to as RECIPIENT), with the RECIPIENT being registered with a UEI number of H2THCKL2XGV6, regarding the provision of a vehicle funded in part by the Federal Transit Administration (FTA) for transportation service of the RECIPIENT.

WHEREAS Chapter 53 of Title 49, United States Code, as amended, authorizes the Secretary of Transportation to apportion funds for public transportation projects for planning, capital, and operating assistance purposes; and,

WHEREAS, VCTC serves as the administrator of federal funds apportioned by FTA to Ventura County; and,

WHEREAS, VCTC authorized VCTC staff to apply for FTA funds on behalf of transportation providers including RECIPIENT, with the provision that the local match funds be provided by RECIPIENT;

WHEREAS, VCTC has a total of \$54,400 in FTA grant CA-2022-144, awarded on August 4, 2023, for purchase of a vehicle by RECIPIENT; and

WHEREAS, it is the intention of VCTC to enter into this Cooperative Agreement with the RECIPIENT for the purchase of a vehicle as described in the attached Scope of Work (VEHICLE).

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to purchase the VEHICLE on behalf of RECIPIENT, and provide \$54,400 in FTA Section 5310 funds towards its cost. Prior to VCTC placing the order for the VEHICLE, RECIPIENT will pay VCTC \$24,185.24, towards the purchase price, for a total cost of \$78,585.24.
2. Scope of Services:
 - a. Grant Administration: VCTC agrees to carry out the administrative requirements necessary to reserve, apply for and receive FTA funds.
 - b. Use of VEHICLE: RECIPIENT shall operate the VEHICLE in its transportation service targeted towards persons with disabilities. Should

the vehicle be removed from service, RECIPIENT shall return the VEHICLE to VCTC or another agency that VCTC shall designate or shall reimburse VCTC for federal share of the depreciated value of the VEHICLE based on a straight-line depreciation from \$54,400 of the useful life defined as 4 years in service or 100,000 miles whichever occurs first (hereinafter "useful life of the VEHICLE").

3. Duration of Agreement: The period of performance of this Agreement shall commence upon the agreement approval, and shall continue until the VEHICLE purchased with the funds has reached the end of the useful life of the VEHICLE, except the language in Section 111-1 regarding disposal of the VEHICLE with proceeds of over \$5,000 shall remain in effect until the VEHICLE is sold.
4. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and RECIPIENT.
5. Method of Payment: Subsequent to the Effective Date, RECIPIENT shall pay VCTC \$24,185.24. Upon receipt of these funds, VCTC shall purchase the VEHICLE on behalf of RECIPIENT through the California Association for Coordinated Transportation purchasing program, and shall arrange for the delivery of the VEHICLE to the RECIPIENT. VCTC shall receive the FTA funds directly from FTA and apply those funds to the cost of the VEHICLE.

II. FEDERAL REQUIREMENTS

RECIPIENT shall note that the following provisions apply to grants-in-aid from the United States Department of Transportation (US DOT), and RECIPIENT must take all necessary action to ensure their compliance as though they were the grantee directly.

1. Equal Employment Opportunity: During the performance of this Agreement the RECIPIENT agrees as follows: RECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, political belief, marital status, age, national origin, sex, or handicap. RECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, marital status, religion, political belief, age, national origin, sex, or any handicap not limiting the ability of the person to perform the job contemplated. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in United States Department of Labor regulations (41 CFR, Part 60). RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Opportunity Clause.

2. Audit and Inspection: RECIPIENT shall permit, and shall require that its contractors permit, the authorized representatives of VCTC, the US DOT and the Controller General of the United States to inspect and audit all data and records of RECIPIENT relating to its performance under this Agreement, as required in FTA Circular 9030.1C, Chapter VI, Application Instruction, Section 9(d), Oversight.

RECIPIENT also agrees, and shall require that its contractor(s) agree, to maintain all required records relating to this project for at least three (3) years after the VEHICLE purchased under this agreement has reached the end of the useful life of the VEHICLE.

3. Title VI of the Civil Rights Act of 1964

During the performance of this Agreement, RECIPIENT, for itself its assignees and successors in interest agrees as follows:

- a. Compliance with Regulations: RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the US DOT Title 49, Code of Federal Regulations, 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 Agreement.
- b. Nondiscrimination: RECIPIENT with regard to the use of the VEHICLE, shall not discriminate on the grounds of race, color or national origin in the selection and retention of contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.56 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.
- c. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations related to the use of the VEHICLE either by competitive bidding or negotiation made by RECIPIENT for work to be performed under a contract, including procurement of materials or leases of equipment, each potential contractor or supplier shall be notified by RECIPIENT of the contractor's obligations under this contract and regulations relative to non-discrimination on the grounds of race, color or national origin.
- d. Information and Reports: RECIPIENT shall require that subcontractor provide all information and reports required by the Regulations or directives issued pursuant thereto, and permit access to its books, record, accounts, other sources of information, and its facilities as may be determined by FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to VCTC or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to cancellation, termination, or suspension of the contract, in whole or in part.
 - f. Incorporation of Provisions: RECIPIENT shall include the provisions of paragraphs "a" through "e" of this section 3 of Part II in every contract funded through this Agreement, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. RECIPIENT shall take such reasonable action with respect to any contract or procurement as VCTC or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, RECIPIENT may request VCTC, and in addition, RECIPIENT may request the United States to enter into such litigation to protect the interest of the United States.
4. Rolling Stock Requirements: RECIPIENT shall maintain VEHICLE purchased with FTA funds in conformance with FTA rolling stock guidelines outlined in FTA Circular 9030 and further detailed in FTA Circular 5010, as incorporated herein by this reference, including the development and utilization of a vehicle maintenance plan, minimum insurance requirements, maintaining a written log of all maintenance work, as well as additional requirements. VCTC and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.
5. Quarterly Reporting: RECIPIENT shall submit a quarterly report of its use of the VEHICLE within twenty (20) calendar days after the close of each quarter. The report shall contain information requested by VCTC to indicate the extent to which RECIPIENT is utilizing the VEHICLE for service targeted to persons with disabilities.

III. MISCELLANEOUS PROVISIONS

1. Legal Title to VEHICLE. Inventory and Disposition

RECIPIENT shall become and remain the registered, legal owner of VEHICLE purchased with FTA funds. VCTC shall hold the title to the VEHICLE as the lienholder, and shall transfer title to RECIPIENT upon the VEHICLE reaching the end of the useful life of the VEHICLE. VCTC will have no liability or responsibility for the VEHICLE either for its use, operation or maintenance. RECIPIENT shall participate in VCTC's biennial inventory of equipment as required by FTA. Should a VEHICLE be lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated based on the condition of the VEHICLE immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage, and the amount resulting from the calculation shall be provided by RECIPIENT to

offset the cost of replacing the lost or damaged VEHICLE. If a VEHICLE is sold for more than \$5,000 subsequent to reaching end of the useful life of the VEHICLE, RECIPIENT shall remit to VCTC a proportional share of the VEHICLE's net proceeds of the sale based on the original 80% FTA share of the VEHICLE's purchase price.

2. Insurance

A. LIABILITY INSURANCE

Before beginning any operation of the VEHICLE purchased pursuant to this Agreement, RECIPIENT, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the operation of the VEHICLE provided hereunder by the RECIPIENT and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, RECIPIENT shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to taking delivery of the VEHICLE. RECIPIENT shall maintain the insurance policies required by this section throughout the term of this Agreement. RECIPIENT shall not allow any subcontractor to commence work on any subcontract funded through this agreement until RECIPIENT has obtained all insurance required herein for the subcontractor(s). RECIPIENT shall maintain all required insurance listed herein for the duration of this Agreement.

B. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering VEHICLE (Code 1), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of RECIPIENT to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

Additional Insured Status VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of VEHICLE purchased under this agreement; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of RECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the RECIPIENT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

C. AUTOMOBILE COLLISION INSURANCE

RECIPIENT will provide collision coverage for partial and total repair/replacement for the VEHICLE, as per FTA requirements set forth in FTA Circular 5010. This shall be noted by the equipment inventory/management certification which must be filed with VCTC at least once every two years.

D. WORKERS' COMPENSATION INSURANCE

RECIPIENT will provide Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

E. ALL POLICIES REQUIREMENTS

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning operations of the VEHICLE purchased under this Agreement, RECIPIENT shall furnish VCTC with complete copies of all policies delivered to RECIPIENT by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to RECIPIENT beginning VEHICLE operation, this shall not waive RECIPIENT's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been

given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, RECIPIENT shall provide written notice to VCTC at RECIPIENT's earliest possible opportunity and in no case later than ten (10) working days after RECIPIENT is notified of the change in coverage.

Additional insured: primary insurance. VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RECIPIENT, including VCTC's general supervision of RECIPIENT; products and completed operations of RECIPIENT, as applicable; premises owned, occupied, or used by RECIPIENT; and automobiles owned, leased, or used by the RECIPIENT in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

Deductibles and Self-Insured Retentions. RECIPIENT shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the activities contemplated by any term of this Agreement. Further, if RECIPIENT's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Agreement Administrator, RECIPIENT may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Agreement Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that RECIPIENT procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Subcontractors. RECIPIENT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit.

Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

Remedies. In addition to any other remedies VCTC may have if RECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for RECIPIENT's breach:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Order RECIPIENT to stop work under this Agreement or withhold any payment that becomes due to RECIPIENT hereunder, or both stop work and withhold any payment, until RECIPIENT demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

Waiver of Subrogation. RECIPIENT hereby grants to VCTC a waiver of any right to subrogation which any insurer of said RECIPIENT may acquire against VCTC by virtue of the payment of any loss under such insurance. RECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not VCTC has received a waiver of subrogation endorsement from the insurer.

3. Indemnification

To the fullest extent permitted by law, RECIPIENT shall defend, indemnify and hold harmless the Ventura County Transportation Commission, from all liability costs, damages, or expenses, including attorneys' fees arising out of or incurred in connection with the RECIPIENT and its employees'/agents' and subcontractors' acts or omissions arising out of the acquisition and operation of the VEHICLE and/or the performance of the activities contemplated pursuant to this Agreement, and agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against VCTC arising out of the RECIPIENT's acquisition and operation of the VEHICLE and/or performance of any of the activities contemplated under this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

4. VCTC Contact Information

Programming Director
Ventura County Transportation Commission
751 East Daily Drive, Suite 420
Camarillo, CA 93010

HELP OF OJAI

VENTURA COUNTY TRANSPORTATION
COMMISSION

Megan Tefler,
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Matt Levere
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