

**INTERAGENCY AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
GOLD COAST TRANSIT DISTRICT**

THIS AGREEMENT is entered into between Ventura County Transportation Commission (VCTC) and the GOLD COAST TRANSIT DISTRICT (GCTD) regarding the disbursement and administration of funds from the State of California's Senate Bill 125 (SB125) Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program (TIRCP and ZETCP) as of _____ day of _____, 2024 ("Effective Date").

WHEREAS Senate Bill 862 of the 2014 Statutes appropriates funds from the Greenhouse Gas Reduction Fund to the Transit and Intercity Rail Capital Program (TIRCP), administered by Caltrans; and,

WHEREAS, on August 7, 2024, VCTC received authorization for funding of its SB125 Projects ("Grant Funds") for the transit capital projects; and

WHEREAS, GCTD intends to install and replace radio equipment on its vehicle fleet (Project), which will further the purposes of the 2023 TIRCP and ZETCP and is an eligible project for Grant Funds;

WHEREAS, pursuant to VCTC's TIRCP funding allocation, VCTC is authorized to allocate TIRCP funding to sub-recipient agencies as necessary in order to implement eligible projects; and

WHEREAS, GCTD has agreed to implement the Project and VCTC desires to allocate funds for implementation of the Project.

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. **Assignments of Participants:** The GCTD hereby agrees to carry out the work outlined in the Scope of Services, attached hereto and incorporated herein as Exhibit A, in connection with the administration of the Grant Funds. The GCTD will be responsible for assuring that it meets all grant requirements placed on TIRCP recipients ("Grant Requirements") as detailed in Section II of this Agreement and in Exhibit B, attached hereto and incorporated herein.
2. **Scope of Services:**
 - a. **Grant Administration:** As the original fund recipient, VCTC shall be responsible for distributing the Grant Funds to GCTD for project implementation. VCTC has agreed to distribute Grant Funds to the GCTD for the implementation of Project.

- b. **Project Implementation:** The GCTD will implement (Project) in accordance with the Grant Requirements to the extent that funds from VCTC are available pursuant to this Agreement.
3. **Title and Ownership:** The title to and ownership of all equipment, tools, materials, and supplies (hereinafter referred to as "Equipment") purchased or otherwise acquired for use in connection with the Project shall vest in the County of Ventura upon delivery to the Project site, unless otherwise specified in writing by VCTC and the County of Ventura.
 4. **Operations and Maintenance Responsibility:** The County of Ventura shall be responsible, at its sole cost and expense, for the proper operations and maintenance (O&M) of all Equipment and infrastructure related to the Project as specified in the Original Equipment Manufacturer's (OEM) contract manuals per the County of Ventura and GCTD's Memorandum of Understanding Agreement. This responsibility extends to all phases of the Project, including but not limited to installation, commissioning, testing, and operational use. The County of Ventura shall perform all O&M activities in accordance with the manufacturer's recommendations, industry best practices, and all applicable laws and regulations.
 5. **Duration of Agreement and Authorization to Proceed:** This Agreement shall begin on the Effective Date and shall continue until June 30, 2027. Upon execution and allocation of Grant Funds, GCTD is authorized to proceed with implementation of Project.
 6. **Entire Agreement; Integration:** This Agreement constitutes the entire agreement between the parties hereto with respect to the administration of Grant Funds and obligations described herein for the (Project) and supersedes as of the date hereof any prior agreement(s) and amendments between the parties, written or oral, concerning the subject matter of this Agreement.
 7. **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 the GCTD.
 8. **Method of Payment:** VCTC agrees to pay the AGENCY a one-time lump sum payment in the amount specified in Section 2 - Scope of Services. The payment shall be provided to the AGENCY for the completion of all deliverables and/or services as outlined in Exhibit A. No additional payments shall be made unless expressly provided for in an amendment to this Contract, agreed upon in writing by both parties.

GCTD must keep the unexpended Grant Funds in a separate interest-bearing account. Any interest that is accrued shall be accounted for and used for the Project. Any Grant Funds or accrued interest earned received in excess of the final Project cost, or those Grant Funds found to be owed back to VCTC as a result of a final, independent review or audit, must be returned to VCTC within thirty (30) days of Project closeout or expiration of this Agreement.

GCTD shall provide supporting documentation that shows the reconciliation of all Project expenditures and any remaining unused funds.

9. Costs: VCTC shall have no liability for cost deficits for the Project. GCTD shall have no authority to incur cost overruns for the Project and under no circumstances will VCTC be responsible for funding the Project in excess of the distributed funds and the interest earned thereon. Prior to the commencement of any charging infrastructure installation or modification, the GCTD shall provide VCTC with a detailed cost estimate for the proposed work. The cost estimate shall include breakdowns of labor, materials, equipment, and any additional expenses associated with the Project.

II. CALTRANS TIRCP REQUIREMENTS

The GCTD shall note the following provisions apply to TIRCP grants and shall take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: In addition to any other reports required by the Grant Requirements, Annual performance reports shall be prepared and submitted to VCTC, no later than October 1st each year, for the duration of the Project performance period, or until all activities are completed and the Project is formally closed. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension of this Agreement.
2. Other Provisions: The GCTD is subject to all Grant Requirements, any and all policies and regulations of Caltrans with regard to the FY2022-23 TIRCP grant, and all applicable laws regarding California public GCTD procurements, including but not limited to public works requirements, transportation GCTD specialized rail equipment procurements, contract bid procedures, and the payment of prevailing wages.
3. Grant Performance Period: Funds allocated under this grant shall be expended by June 30, 2027 ("Grant Performance Period"). Funds remaining unexpended beyond the Grant Performance Period of the Grant Funds approved by Caltrans shall revert to Caltrans.
4. Audits/Recordkeeping: GCTD shall provide VCTC with any data, records, or documentation necessary for compliance with audit procedures required by the Grant Requirements and shall cooperate with VCTC in the preparation of any audit to the extent necessary. GCTD shall retain all Project cost records for a minimum of three (3) years after completion of the Project or such other period of time as may be required by law. To the extent that any inappropriate or unallowable expenditures by GCTD are identified and Caltrans requests repayment, GCTD shall refund such funds to VCTC for transmission back to Caltrans in accordance with Section I.6.

III. OTHER PROVISIONS

1. **Indemnification:** To the fullest extent permitted by law, GCTD shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any negligent acts or omissions of GCTD or its officers, agents, or servants as a result of any negligent acts or omissions by GCTD in its performance pursuant to this Agreement.

The obligations of the GCTD in these indemnity provisions survive the expiration or earlier termination of this Agreement.

2. **Insurance:** GCTD shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by GCTD, its agents, representatives, employees or subcontractors. The insurance required by this Section may be satisfied by a program of self-insurance upon satisfactory documentation provided to VCTC that such self-insurance program meets the requirements outlined herein.

- a. **MINIMUM SCOPE AND LIMIT OF INSURANCE** Coverage shall be at least as broad as:
 - i. **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 \$3,000,000 per occurrence/\$6,000,000 general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 combined single limit, per accident for bodily injury and property damage.
 - iii. **Workers' Compensation:** 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.
 - iv. **Property Insurance** against all risks of loss to the radio equipment installed on buses and vehicles, at full replacement cost.
 - v. If GCTD maintains higher limits than the minimums shown above, VCTC requires and shall be entitled to coverage for the higher limits maintained by GCTD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the VCTC.

- b. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status:** VCTC, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor

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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

- ii. **Primary Coverage:** For any claims related to this Agreement, the GCTD's insurance coverage shall be primary insurance as respects VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VCTC, its officers, officials, employees, or volunteers shall be excess of the GCTD's insurance and shall not contribute with it.
 - iii. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to VCTC.
 - iv. **Waiver of Subrogation:** GCTD hereby grants to VCTC a waiver of any right to subrogation which any insurer of said GCTD may acquire against the VCTC by virtue of the payment of any loss under such insurance. GCTD agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.
 - v. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by VCTC. VCTC may require GCTD to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if the GCTD'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.
 - vi. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to VCTC.
- c. **Verification of Coverage:** GCTD shall furnish VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by VCTC before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive GCTD's obligation to provide them. In the event a claim is filed against VCTC as a result of GCTD's actions, GCTD shall provide VCTC a copy of GCTD's insurance policies upon request.

- d. **Subcontractor:** GCTD shall require and verify that all subcontractors working on Project maintain insurance meeting all requirements stated herein, and GCTD shall ensure that VCTC is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 and CG 20 40.

3. **Termination:** The GCTD may terminate this Agreement upon written notice to VCTC if Grant Funds are canceled or otherwise unavailable for the Project. GCTD may terminate this Agreement for cause after giving written notice to VCTC of VCTC's default under this Agreement at least thirty (30) calendar days before the termination is to be effective. Within thirty (30) calendar days after receipt of the GCTD's written notice of the default, VCTC may cure the default, or, if the default cannot be reasonably cured within that time period, if VCTC has not commenced the cure within that time period, diligently continued to pursue that cure, and completed it within one hundred eighty (180) calendar days after receipt of the notice. The GCTD may not terminate this Agreement if VCTC cures the default in accordance with this Section 3. If the VCTC does not cure the default and GCTD terminates this Agreement, GCTD shall return any funds that are unused as of the date of the termination and that are not necessary for payment for services provided prior to the termination date.

VCTC may terminate this Agreement upon written notice to GCTD if Grant Funds are canceled or otherwise unavailable to the Project. VCTC may terminate this Agreement for cause after giving written notice to GCTD of GCTD's default under this Agreement at least thirty (30) calendar days before the termination is to be effective. Within thirty (30) calendar days after receipt of VCTC's written notice of the default, the GCTD may cure the default, or, if the default cannot be reasonably cured within that time period, if the GCTD has not commenced the cure within that time period, diligently continued to pursue that cure, and completed within one hundred eighty (180) calendar days after receipt of the notice. The VCTC may not terminate this Agreement if GCTD cures the default in accordance with this Section 3. If the GCTD does not cure the default and VCTC terminates this Agreement, the GCTD may expend Grant Funds to pay contractors for Project work satisfactorily completed through the last working day this Agreement is in effect or committed to be spent by that date.

Neither party shall have any other claim against the other party by reason of an early termination of this Agreement.

4. **Changes to Agreement:** This Agreement may only be amended by written agreement signed by all parties.

5. Availability of Grant Funds: The Parties understand and agree that VCTC's obligation to allocate funds to the Project is expressly conditioned on the availability of Grant Funds. In the event that the Grant Funds are not allocated to VCTC or are otherwise canceled, terminated or unavailable, VCTC shall have no obligation to allocate funds to the Project. Under no circumstances is VCTC liable for any costs of the Project that are in excess of or ineligible for Grant Funds.
6. Notices of Notification: Any notice required to be given in writing under this Agreement, or other notifications, shall be given to the parties at the following addresses:

Martin R. Erickson
VCTC
Executive Director
751 E. Daily Drive
Camarillo, CA 93010

Vanessa Rauschenberger
Gold Coast Transit District
General Manager
1901 Auto Center Drive
Oxnard, CA 93036

GOLD COAST TRANSIT DISTRICT

VENTURA COUNTY TRANSPORTATION
COMMISSION

Vanasas Rauschenberger
General Manager

Martin Erickson
Executive Director

APPROVED AS TO FORM:

Steven DeBaun
General Counsel

Steve T. Mattas
General Counsel

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EXHIBIT A
Ventura County Regional Radio System Use Agreement

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EXHIBIT B
Grant Requirements

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