

INTERAGENCY AGREEMENT FOR PARTICIPATION IN THE VENTURA COUNTY REGIONAL RADIO SYSTEM

This Master Interagency Agreement ("Agreement") is entered into by and between the Ventura County Transportation Commission ("VCTC"), a public agency organized under the laws of the State of California, and each public transit agency, municipality, public district, or other public entity that executes a Joinder Agreement in the form attached hereto as *Exhibit B* (individually, a "Participating Agency," and collectively, the "Participating Agencies")."

RECITALS

WHEREAS, The County of Ventura has developed and operates a Regional Radio System ("System") designed to support interoperable radio communications across multiple jurisdictions and agencies within Ventura County.

WHEREAS, VCTC has entered into an access agreement with the County that authorizes VCTC to utilize the System for transit communications and to sponsor additional transit partners as authorized users.

WHEREAS, VCTC desires to extend access to the System to interested transit operators and related public entities to promote seamless, coordinated transportation services and improved regional communications.

WHEREAS, the document titled "Ventura County Regional Radio System Use Agreement", attached hereto as *Exhibit A* and incorporated herein by this reference, sets forth the technical specifications, operating protocols, and other requirements applicable to all users of the System.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE

- 1.1. The purpose of this Agreement is to establish uniform terms and conditions under which Participating Agencies may become authorized users of the System through VCTC's sponsorship, thereby creating a single master agreement that governs all Parties, present and future.

2. SCOPE OF PARTICIPATION

2.1. Authorized Use

- 2.1.1. Participating Agencies are authorized to utilize the System solely for public transit and transportation-related communication needs within their respective jurisdiction or service area, subject to the limitations in Exhibit A.

2.2. Equipment and Services

- 2.2.1. Radio equipment, installation, and related services shall conform to the standards outlined in *Exhibit A*. Participating agencies may procure equipment directly or, where permissible, piggyback on VCTC or other cooperative contracts.

2.3. Compliance

2.3.1. Participating agencies shall comply with all Federal Communications Commission (FCC) regulations, the County's System policies, and any operating procedures issued by VCTC or the County.

3. ROLES AND RESPONSIBILITIES

3.1. VCTC Responsibilities

3.1.1. VCTC shall: a) Serve as the primary liaison to the County for transit-related System matters; b) Coordinate onboarding, technical support escalation, and major System upgrades affecting Participating Agencies; c) Maintain a current roster of Participating Agencies and provide written notice to the County of any additions or withdrawals.

3.2. Participating Agency Responsibilities

3.2.1. Participating Agencies shall: a) Purchase, install, and maintain their own equipment at their sole cost in accordance with System specifications; b) Promptly report to VCTC any System malfunctions, interference, or security incidents; c) Ensure that only authorized personnel use the System and that usage logs are maintained as required by Exhibit A; d) Cooperate with VCTC and the County in troubleshooting, testing, and implementing updates.

4. COSTS AND PAYMENT

4.1. Cost Allocation

4.1.1. VCTC shall reimburse the Participating Agencies for the initial purchase and one-time activation fees of radio equipment, as set forth in a separate reimbursement agreement to be executed by the parties. Participating Agencies shall be solely responsible for all ongoing maintenance fees, as well as any costs associated with future equipment replacement. VCTC has allocated a total of \$1,065,000 for reimbursement purposes and will provide reimbursement exclusively for eligible radio equipment expenses up to the total allocated amount.

5. INSURANCE

5.1. Participating agencies shall procure and maintain, for the duration of their participation in the Regional Radio Communications System, at their sole expense, insurance or approved self-insurance covering its activities under this Agreement that meets or exceeds the following types and limits:

5.1.1. **General Liability:** Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage. Coverage shall be written on an occurrence form;

5.1.2. **Workers' Compensation and Employer's Liability:** As required by 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;

5.1.3. **Automobile Liability:** Automobile liability insurance covering owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 per accident for bodily injury and property damage.

5.1.4. **Professional Liability (if applicable):** If any professional or consulting services are provided under this Agreement, professional liability insurance with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate.

- 5.1.5. **Self-Insurance:** Participating agencies in this Agreement may satisfy the requirements through self-insurance or pooled risk programs acceptable to VCTC, subject to providing evidence of coverage upon request.
- 5.1.6. **Additional Insured:** Participating Agencies shall name the VCTC and other Participating Agencies as additional insureds under its general liability coverage for claims arising out of that agency's participation in the Regional Radio Communications System.
- 5.1.7. **Waiver of Subrogation:** Participating Agencies waives all rights of subrogation against the VCTC and all other Participating Agencies and their officers, officials, agents, volunteers and employees for losses arising out of participating in the Regional Radio Communications System, to the extent permitted by law.
- 5.1.8. **Proof of Insurance:** Participating Agencies shall furnish the other with certificates of insurance or evidence of self-insurance upon request. A Participating Agency's failure to maintain required coverage may result in suspension of System access
- 5.1.9. **No Limitation of Liability:** These insurance requirements shall not be construed to limit the liability of Participating Agencies.
- 5.1.10. **Primary Coverage:** For any claims related to this agreement, the Participating Agency's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Participating Agency's insurance and shall not contribute with it.

6. LIABILITY AND INDEMNIFICATION

6.1. Indemnification

- 6.1.1. To the fullest extent permitted by law, each Participating Agency agrees to indemnify, defend, and hold harmless the Lead Agency (County of Ventura), VCTC, and other Participating Agencies, including their respective officers, officials, employees, agents, and volunteers, from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the negligent acts, errors, omissions, or willful misconduct of that Participating Agency, its officers, employees, agents, or contractors in connection with its participation in the Regional Radio Communications System.

6.2. Liability

- 6.2.1. Participating Agencies shall be solely responsible for their own acts, omissions, or negligence and the results thereof including those of their officers, employees, contractors, and agents.. No Participating Agency shall be responsible for the acts, omissions, or negligence of any other Participating Agency.

It is the intent of the Participating Agencies, where permitted by law, the doctrine of comparative fault will apply in actions arising out of this Agreement, and each Participating Agency shall bear the proportionate cost of any damages attributable to its fault, including reasonable attorneys' fees and costs incurred by another Participating Agency in defending

any such claim or action. Nothing in this Agreement shall be construed as a waiver of any defenses or immunities available to any Participating Agency under applicable law.

6.2.2., **No Joint Liability:** Nothing in this Agreement shall create or be interpreted as creating joint and several liability among the Parties.

7. TERM, WITHDRAWAL, AND TERMINATION

7.1. Effective Date; Term

7.1.1. This Agreement becomes effective on the date it is executed by VCTC and at least one Participating Agency and shall remain in effect until terminated as provided herein.

7.2. Withdrawal by Participating Agency

7.2.1. A Participating Agencies may withdraw from this Agreement and cease use of the System by providing 60 days' written notice to VCTC. Withdrawal shall not relieve Participating Agencies of any payment obligations incurred prior to the effective withdrawal date.

7.2.2. Any Participating Agency that elects to withdraw from this Agreement shall remain obligated to fulfill all payment responsibilities incurred prior to the effective date of withdrawal, including those related to ongoing maintenance fees and future equipment replacement costs as set forth in this Agreement. Withdrawal shall not entitle a Participating Agency to reimbursement of any amounts paid or relieve it of obligations established under Section 8.1.1 or any other applicable provisions of this Agreement.

7.2.3. Notwithstanding the notice requirements outlined in Section 7.2.1, if a Participating Agency elects not to sign an amendment to this Agreement executed pursuant to the provisions of Section 8.1 below, then such Participating Agency may provide written notice of its withdrawal and election to cease use of the System to VCTC effective as of the Effective Date of such amendment.

7.3. Termination for Cause

7.3.1. VCTC may suspend or terminate a Participating Agency's System access for material breach of this Agreement (including non-payment), following 30 days' written notice and an opportunity to cure.

7.4. Termination of Master Agreement

7.4.1. VCTC may terminate this Agreement in its entirety upon 90 days' written notice to all Participating Agencies if VCTC's underlying access to the System is revoked or upon other good cause.

8. GENERAL PROVISIONS

8.1. Amendments

8.1.1. This Agreement may be amended only by a written instrument signed by VCTC and at least a two-thirds majority of the then-current participating agencies, unless a greater or lesser threshold is required by law.

8.2. Counterparts; Joinder

8.2.1. This Agreement may be executed in counterparts, each of which is deemed an original. A Joinder Agreement executed pursuant to Exhibit B shall constitute execution of this Agreement and bind the signing entity as a Participating Agency.

8.3. No Agency or Partnership

8.3.1. Nothing herein creates an agency, partnership, or joint venture among the Parties.

8.4. Governing Law and Venue

8.4.1. This Agreement shall be governed by the laws of the State of California. Venue for any action shall lie exclusively in a court of competent jurisdiction in Ventura County, California.

8.5. Severability

8.5.1. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Entire Agreement

8.6.1. This Agreement, together with Exhibits A, B, and C, constitutes the entire understanding among the Parties with respect to the subject matter and supersedes all prior oral or written agreements.

8.7. Counterparts

8.7.1. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

8.8. Notices

8.8.1. All notices shall be in writing and delivered by hand, certified U.S. mail, or electronic mail with confirmation, to the addresses set forth in each Participating Agency's Joinder Agreement (or as updated by written notice).

SIGNATURE PAGE – VENTURA COUNTY TRANSPORTATION COMMISSION

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____ **Date:** _____

Name: _____ **Title:** _____

Participating Agency: City of Camarillo

By: _____ **Date:** _____

Name: _____ **Title:** _____

Participating Agency: Gold Coast Transit District

By: _____ **Date:** _____

Name: _____ **Title:** _____

Participating Agency: County of Ventura

By: _____ **Date:** _____

Name: _____ **Title:** _____

Participating Agency: City of Moorpark

By: _____ **Date:** _____

Name: _____ **Title:** _____

Participating Agency: City of Ojai

By: _____ **Date:** _____

Name: _____ **Title:** _____

Participating Agency: City of Simi Valley

By: _____ **Date:** _____

Name: _____ **Title:** _____

Participating Agency: City of Thousand Oaks

By: _____ **Date:** _____

Name: _____ **Title:** _____

EXHIBIT A – Ventura County Regional Radio System Use Agreement

EXHIBIT B – Form of Joinder Agreement

JOINDER AGREEMENT TO THE MASTER INTERAGENCY AGREEMENT FOR PARTICIPATION IN THE VENTURA COUNTY REGIONAL RADIO SYSTEM

The undersigned public entity ("Participating Agency") hereby agrees to become a Participating Agency to, and to be bound by, all the terms and conditions of the Master Interagency Agreement for Participation in the Ventura County Regional Radio System dated _____, as it may be amended from time to time. Capitalized terms not defined herein have the meanings set forth in the Agreement.

Participating Agency acknowledges that by executing this Joinder Agreement it is deemed a "Participating Agency" for all purposes of the Agreement.

Ventura County Transportation Commission ("VCTC") acknowledges that by executing this Joinder Agreement VCTC consents to the Participating Agency joining the Master Interagency Agreement for Participation.

Participating Agency: City of Camarillo

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

VCTC: Ventura County Transportation Commission

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

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Participating Agency: Gold Coast Transit District

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

VCTC: _____

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

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Participating Agency: County of Ventura

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

VCTC: _____

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

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Participating Agency: City of Moorpark

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

VCTC: _____

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

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Participating Agency: City of Ojai

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

VCTC: _____

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

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Participating Agency: City of Simi Valley

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

VCTC: _____

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

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Participating Agency: City of Thousand Oaks

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices:

VCTC: _____

By: _____ **Date:** _____

Name: _____ **Title:** _____

Address for Notices: