

Funds Transfer Agreement Between the Ventura County Transportation Commission and the City of San Buenaventura

- 1.1 The Ventura County Transportation Commission (“Commission” or “VCTC”) and the City of San Buenaventura (“City”) hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.
- 1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on the City of San Buenaventura’s completion of its obligations under this Agreement but may be extended by amending this Agreement.

BACKGROUND

- 2.1 Section 16.0, subdivision (1)(5), of the Budget Act of 2024 (the Act) appropriated \$5,000,000 from the State General Fund to Caltrans, to be allocated to VCTC for bike lanes connecting disadvantaged communities to higher education facilities and job centers. This is known as a “Priority Legislative Budget Project” (PLBP).
- 2.2 Caltrans allocated the PLBP funds to VCTC through a funds transfer agreement (“FTA”) to ensure the funds are used for the purposes specified in Section 16.0 of the Act. In November 2024, the Commission approved Resolution No. 2024-15, which authorized the Executive Director to execute an FTA with Caltrans to accept the PLBP funds for the Santa Paula Branch Line (SPBL) trail project. In March 2025, the VCTC Executive Director and Caltrans executed an FTA to allocate the \$5,000,000 of PLBP funds to VCTC.
- 2.3 The funds transfer agreement specifies a Project Need and Goal as follows. The goal of the project is to advance completion of a 32-mile Class I bicycle and pedestrian trail along the publicly owned Santa Paula Branch Line (SPBL) railroad right-of-way through the Cities of Ventura, Santa Paula, and Fillmore and the unincorporated communities of Saticoy and Piru. The project takes a rails-with-trails approach to foster active transportation connectivity with transit, community amenities, and educational and economic opportunities within a multimodal transportation corridor through the Santa Clara River Valley/State Route 126 corridor. The project will reduce vehicle miles traveled, improve bicycle and pedestrian safety, and result in economic benefits to the region.
- 2.4 To further ensure that funds are used for the specified purposes, the Parties wish to enter into a funds transfer agreement to sub-allocate funds from VCTC to the City to facilitate completion of the Ventura segment of the SPBL trail.

SCOPE OF WORK

- 3.1 The Funds provided under this Agreement will be used in alignment with the stated purpose within AB-157 to construct bike lanes connecting disadvantaged communities to

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higher education facilities and job centers through the Santa Paula Branch Line Trail Project (Project).

Funds will be used for design and engineering of permanent improvements in the unincorporated community of Saticoy, including installation of curb and gutter, sidewalks, curb ramp bulb-outs at intersections, and striping along Alelia Avenue, from its northernmost section to Azahar Street. These enhancements are part of Ventura County's Saticoy Pedestrian Improvements project. Completing these improvements through the City of Ventura's Santa Paula Branch Line Rails with Trails project will make progress on the County's project while also finalizing the multi-modal pathway extending from the East Ventura Metrolink Station to the Saticoy Train Depot, supporting the primary trail construction, and reducing the need for value engineering adjustments. These improvements serve as a key connectivity point between the Ventura section of the SPBL bicycle and pedestrian pathway with the Saticoy Train Depot and Saticoy community and a future trail section between Saticoy and Santa Paula.

Funds may also be used for design and engineering of improvements to extend the bicycle and pedestrian pathway along the Ventura segment of the Santa Paula Branch Line trail through the City of Ventura.

- 3.2 The City of San Buenaventura shall only use Funds for the Project specified in the Act. The City of San Buenaventura's self- attestation verifying the intended use of funds shall be provided to VCTC prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, AND PAYMENT

- 4.1 VCTC hereby allocates \$750,000 of these PLBP funds to the City of San Buenaventura for the subject project.
- 4.2 Payments shall be made as authorized by Sections 16.0(a) of the Act, including, but not limited to the provisions noted below:
- a. Notwithstanding any other law, VCTC may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
 - b. Funding provided in this section shall not be used for a purpose subject to Section 8 of Article XVI of California Constitution.
- 4.3 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, the City of San Buenaventura shall submit to VCTC a Project Closeout Report. The Project Closeout Report at a minimum shall include LAPM Exhibit 17-M, photos of the completed project (including before photos if available), a description of completed Project component(s) and a description of project deliverables.
- 4.4 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by the City to VCTC.

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- 4.5 The City of San Buenaventura shall return any unspent Funds to VCTC at the conclusion, completion, or termination of the Project.
- 4.6 Upon written demand by VCTC, any overpayment to the City of amounts invoiced by VCTC shall be returned to VCTC.
- 4.7 Should the City fail to refund any moneys due VCTC as provided herein or should the City breach this AGREEMENT by failing to complete Project without adequate justification and approval by VCTC, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES, VCTC may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to VCTC for each Project, from future apportionments or any other funds due City from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future state-funded projects proposed by Caltrans, the Administering Agency of the PLBP funds.

INQUIRIES & NOTICES

- 5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

For VCTC:

Name: Mr. Martin Erickson, Executive Director
Address: 751 E. Daily Dr., Ste 420
Camarillo, CA 93010
Phone Number: (805) 642-1591
Email: merickson@goventura.org

For City of San Buenaventura:

Name: Jeff Hereford, Principal Civil Engineer, Public Works
Address: 501 Poli St.,
Ventura CA 93001
Phone Number: (805) 368-4069
Email: jhereford@cityofventura.ca.gov

- 5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

OTHER TERMS & CONDITIONS

- 6.1 Drug-Free Workplace Requirements: The City will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

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- 3) any available counseling, rehabilitation and employee assistance programs;
and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the City may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has occurred: City has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

6.2 Conflict of Interest: The City needs to be aware of the following provisions regarding current or former state employees. If the City has any questions on the status of any person rendering services or involved with the Agreement, VCTC must be contacted immediately for clarification.

a. Current State Employees (Pub. Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b. Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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If the City violates any provisions of above paragraphs, such action by City shall render this Agreement void. (Pub. Contract Code §10420.) If the Agreement is rendered void, City shall return all Funds.

- 6.3 Labor Code/Workers' Compensation: City needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and City affirms to comply with such provisions before commencing the performance of the work described in this Agreement. (Labor Code § 3700.)
- 6.4 Americans With Disabilities Act: City assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- 6.5 City Name Change: An amendment is required to change City's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 6.6 Resolution: A county, city, district, or other local public body must provide VCTC with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 6.7 Air or Water Pollution Violation: Under State law, City shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 6.8 Audit: City agrees that VCTC, Caltrans, the California Department of General Services, the California State Auditor's Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. City agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
- 6.9 Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by City must be approved by its local governing body as evidenced by a resolution, order, motion, or ordinance of the City and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

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- 6.10. VCTC and City shall continue with their responsibilities under this Agreement during any dispute.
- 6.11 This Agreement may be executed in separate counterparts.
- 6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.
- 6.13 Should City be declared to be in breach of this AGREEMENT or otherwise in default thereof by VCTC, and if City is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, VCTC is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against City or its constituent member entities, to recover all funds provided by VCTC hereunder.

Local Agency:

VENTURA COUNTY TRANSPORTATION COMMISSION

Printed Name: Martin R. Erickson

Signature: _____

Title: Executive Director

Date: _____

CITY OF SAN BUENAVENTURA

Printed Name: _____

Signature: _____

Title: _____

Date: _____

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Attachment A. Ventura Segment Map

