

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Ventura County Transportation Commission and the**  
**County of Ventura for the**  
**Hueneme Road Widening (Phase 1)**

This Memorandum of Understanding (MOU) is entered into by and between the Ventura County Transportation Commission (VCTC), and the County of Ventura (COUNTY), herein referred to collectively as PARTIES.

WHEREAS, in June 2025, VCTC as the Project Applicant, and the County of Ventura as Implementing Agency, were awarded \$11,340,000 in funding from the Senate Bill (SB) 1 Trade Corridor Enhancement Program (TCEP) by the California Transportation Commission (CTC) for the Hueneme Road Widening – Edison Drive to Rice Avenue project (PROJECT).

WHEREAS, one of the requirements for receiving TCEP funds is that the Project Applicant and the Implementing Agency execute a baseline agreement (SB 1 BASELINE AGREEMENT) with the California Transportation Commission (CTC) and the California Department of Transportation (Caltrans).

WHEREAS, according to TCEP Guidelines, if the project is to be implemented by an agency other than the applicant, an allocation request must include a copy of a Memorandum of Understanding (MOU) or Interagency Agreement between the project applicant and implementing agency.

WHEREAS, VCTC is the Project Applicant, and the County of Ventura is the Implementing Agency for the PROJECT.

WHEREAS, PARTIES have agreed to enter into an MOU to document funding and implementation efforts for the PROJECT and ensure that the PROJECT is completed.

WHEREAS, this MOU represents the desire of PARTIES to define roles, responsibilities and deliverables related to the PROJECT.

NOW THEREFORE, the PARTIES do mutually agree as follows:

**1. The above recitals are true and correct and incorporated herein.**

**2. Description of PROJECT**

The PROJECT consists of completing the preconstruction phases (Design and Right-of-Way) for Hueneme Road Widening from Edison Drive to Rice Avenue in Ventura County.

**3. Term**

The term of this MOU shall commence upon execution by the PARTIES and shall remain in effect until the COUNTY has fulfilled all obligations associated with the PROJECT under applicable Caltrans and State requirements, including but not limited to completion of Design and Right of Way activities, unless otherwise modified or terminated earlier by mutual agreement.

**4. Scope of Services**

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PARTIES agree to the Scope of Services outlined in Exhibit A as attached hereto and incorporated by this reference.

#### **5. Roles and Responsibilities:**

- A. COUNTY will be the lead agency for the PROJECT, designate a Project Manager as its single point of contact to manage the project, and coordinate with VCTC for all work pursuant to this MOU.
- B. COUNTY agrees to deliver the PROJECT as outlined in the approved BASELINE AGREEMENT and in accordance with all applicable state, federal and local laws, regulations, policies, standards and procedures, and will be responsible for 100% of all costs beyond the TCEP contribution from VCTC to complete the PROJECT.
- C. COUNTY will undertake the coordination necessary to implement the PROJECT among all third parties, including public and private agencies, and will be solely responsible for obtaining all licenses, permits, rights-of-entry, and any statutorily required permissions to complete the PROJECT.
- D. COUNTY will comply and require its consultants/contractors, if applicable, to comply with all COUNTY standards, recommended practices, operating rules, and safety requirements to complete the PROJECT.
- E. COUNTY will be responsible to operate and maintain the PROJECT. This section shall survive termination of this MOU.
- F. COUNTY will not bill any labor for its own staff costs attributable to the PROJECT.
- G. COUNTY shall submit invoices for reimbursement to the California Department of Transportation (Caltrans). Invoices shall contain sufficient detail to enable an audit of the charges and be accompanied by backup documentation. Invoices shall be compliant with Caltrans and state and federal requirements, if applicable. Eligibility of PROJECT expenditures that will be submitted for reimbursement will be pursuant to the descriptions contained in the Project Programming Request (PPR), the adopted TCEP guidelines, and the SB 1 BASELINE AGREEMENT.
- H. COUNTY shall retain all original records and documents related to the PROJECT for a period of six years after final payment. Should Caltrans or the CTC require project performance analysis reporting, COUNTY shall retain all original records and documents related to the PROJECT until such requirement is met. The records shall be open to inspection and subject to audit and reproduction by VCTC auditors or authorized representatives to the extent deemed necessary by VCTC to adequately permit evaluation of expended costs. The records subject to audit shall also include, without limitation, those records deemed necessary by VCTC to evaluate and verify, direct and indirect costs (including overhead allocations) as they may apply to costs associated with the PROJECT.
- I. COUNTY shall cause all contractors and subcontractors to comply with the requirements of Section 6.H. above. COUNTY shall ensure all contractors and subcontractors cooperate fully in furnishing or in making available to VCTC all records deemed necessary by VCTC auditors or authorized representatives related to the PROJECT.
- J. COUNTY will lead reporting requirements for the PROJECT in compliance with Caltrans and CTC requirements and coordinate with VCTC on progress of deliverables, expenditures, and corrective actions if necessary.

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- K. COUNTY agrees to complete WORK within the milestones as set forth in Exhibit B for COUNTY to report on progress to meet TCEP FUNDING requirements.
  - L. COUNTY will take the lead on all reporting requirements for the PROJECT to ensure compliance with the adopted SB 1 Accountability and Transparency Guidelines. COUNTY will coordinate with VCTC on milestone progress, expenditure tracking, and any necessary corrective actions to support successful delivery of the PROJECT. Such actions may include, but are not limited to, submitting time extension requests to Caltrans to avoid any potential loss of funds.
  - M. VCTC shall abide by the provisions set forth in the executed Baseline Agreement and adhere to TCEP Guidelines and CTC SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
  - N. VCTC shall have the right to conduct audits of this Agreement, such as financial and compliance audits and performance audits. COUNTY shall make available and shall ensure its contractors make available, any records, information, material data and documentation needed by the auditors. COUNTY shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP).

## 6. Miscellaneous

- A. Indemnity by COUNTY. Neither VCTC, its officers, agents, volunteers, contractors, and employees nor VCTC's board members, member agencies, nor their respective officers, agents, volunteers, contractors, and employees (collectively "VCTC PARTIES") will be responsible for any damage or liability occurring by reason of any negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by the COUNTY under or in connection with the PROJECT or this MOU. To the fullest extent allowed by law, COUNTY shall indemnify, defend, and hold harmless VCTC PARTIES from any and all liability, loss, expenses (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, arising or alleged to have arisen, in whole or in part, out of or in connection with COUNTY's negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by COUNTY, its officers, employees, agents, contractors, subcontractors, or anyone under COUNTY's control, in connection with the PROJECT and this MOU, including improper use of funds. This indemnity shall survive expiration or termination of this MOU.
- B. Governing Law. This MOU will be governed by and construed in accordance with the laws of the State of California. Any action or proceeding brought to enforce any provision of this MOU shall be filed in the Superior Court of California for Ventura County.
- C. Insurance. COUNTY warrants that the COUNTY, and its contractors and/or consultants, subcontractors and/or subconsultants ("Contractors and Consultants") will maintain insurance coverage sufficient to cover any liability reasonably anticipated to arise from the performance of this MOU. COUNTY will require that any Contractors and Consultants performing work on the PROJECT will have such insurance as COUNTY ordinarily requires for COUNTY's agreements with Contractors and Consultants. COUNTY will issue, and warrants that its Contractors and Consultants will issue, evidence of such insurance to VCTC prior to beginning the PROJECT, including naming VCTC as additional insured and providing a waiver of subrogation in favor of VCTC as to said policies except for workers compensation. Failure to obtain the required documents prior to commencement of the PROJECT shall not waive

COUNTY's obligation to provide them to VCTC.

- D. Termination. PARTIES shall have the right, at any time, to terminate this MOU by giving thirty (30) calendar days' written notice to the other party, specifying the date of termination. Such termination shall be subject to the continuing obligations of this MOU, including but not limited to reporting requirements.
- E. Notification. PARTIES will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For COUNTY, that person will be the Project Manager. For VCTC, that person shall be the Program Manager. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

County of Ventura 800 S. Victoria Ave., HOA Ventura, CA 93009 ATTN: PWA Director CC: County Counsel	Ventura County Transportation Commission 751 E. Daily Drive, Suite 420 Camarillo, CA 93010 ATTN: Executive Director CC: General Counsel
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- F. Amendment. In the event the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may amend this MOU by writing signed by both PARTIES.
- G. Entire Agreement. This MOU constitutes the entire agreement between the PARTIES relating to its subject matter and supersedes any previous agreements or understandings.
- H. Execution in Counterpart. This MOU may be executed in counterparts and/or by facsimile or other electronic means, and when both PARTIES have 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 to this MOU.
- I. Severability. If any portion of this MOU shall be held invalid or unenforceable, the remainder of the MOU shall not be affected and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the PARTIES have entered this MOU, which shall be effective on the date of execution by the PARTIES.

County of Ventura:

Ventura County  
Transportation Commission:

By: \_\_\_\_\_

By: \_\_\_\_\_

Gregg Strakaluse  
Public Works Agency Director

Martin R. Erickson  
Executive Director

Approved as to form:

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tiffany North  
County Counsel

Lindsay D'Andrea  
General Counsel

## Exhibit A Scope of Services

PARTIES shall complete the following PROJECT tasks as identified in the table below.

TASK	COUNTY	VCTC
Environmental Phase	L	
Preliminary Engineering and Design	L	
Detailed Design and Capital Cost Estimates	L	
Right of Way Support and Acquisition	L	
Permits and Mitigation	L	
Utility Relocations	L	
Fund Administration	L	S
Funding Reporting and Invoicing	L	
Public Outreach	L	
Project Closeout	L	

LEGEND:

- | <u>Symbol</u> | <u>Description</u>  |
|---------------|---|
| S             | Shared responsibility among PARTIES   |
| L             | Lead Agency is the implementing agency responsible for completing all WORK. |

**Exhibit B**  
**Funding and Project Schedule**

**ePPR**

Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				Date	03/02/2026
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input type="checkbox"/> TCEP <input checked="" type="checkbox"/> STIP <input type="checkbox"/> Other					
District	EA	Project ID	PPNO	Nominating Agency	
07		5952215	6464	Ventura County Transportation Commission	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
Ventura County					
				MPO	Element
				SCAG	Local Assistance
Project Manager/Contact			Phone	Email Address	
Anitha Balan			805-654-2077	anitha.balan@ventura.org	

**Project Title**  
 Hueneme Road Widening – Edison Drive to Rice Avenue

**Location (Project Limits), Description (Scope of Work)**  
 In Ventura County, widen a two-mile portion of Hueneme Road, between Edison Drive and Rice Avenue, from a two-lane to four-lane roadway with buffered bike lanes.

Component	Implementing Agency
PA&ED	Ventura County
PS&E	Ventura County
Right of Way	Ventura County
Construction	Ventura County

Legislative Districts			
Assembly:	Senate:	Congressional:	
38	21	26	
Project Milestone		Existing	Proposed
Project Study Report Approved		09/21/2021	
Begin Environmental (PA&ED) Phase		11/01/2024	03/30/2022
Circulate Draft Environmental Document	Document Type EIR	04/01/2025	10/01/2025
Draft Project Report		04/01/2025	09/30/2026
End Environmental Phase (PA&ED Milestone)		11/15/2025	12/30/2025
Begin Design (PS&E) Phase		03/01/2027	10/15/2026
End Design Phase (Ready to List for Advertisement Milestone)		06/15/2031	12/30/2029
Begin Right of Way Phase		04/15/2027	10/15/2026
End Right of Way Phase (Right of Way Certification Milestone)		11/30/2031	09/30/2029
Begin Construction Phase (Contract Award Milestone)		10/11/2032	06/30/2030
End Construction Phase (Construction Contract Acceptance Milestone)		08/15/2034	06/30/2031
Begin Closeout Phase		10/02/0034	07/01/2031
End Closeout Phase (Closeout Report)		03/15/2035	06/30/2032

Date 03/02/2026

**Purpose and Need**

The proposed project will provide congestion relief and freight transportation efficiency by widening a 2-mile portion of Hueneme Road from a 2-lane to a 4-lane roadway (two in the eastbound direction and two in the westbound direction) with Class II buffered bike lanes, 14' paved median and turn lanes. The project addresses the state's most urgent freight needs by improving a facility designated a Highway of National Significance in the California Freight Mobility Plan (CFMP) serving the Port of Hueneme and U.S. Naval Base. The project would provide bottleneck relief, reduce congestion, increase throughput, and improve safety by reducing accidents.

NHS Improvements <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Roadway Class 3	Reversible Lane Analysis <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Inc. Sustainable Communities Strategy Goals <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Reduce Greenhouse Gas Emissions <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

**Project Outputs**

Category	Outputs	Unit	Total
Pavement (lane-miles)	Roadway lane miles	Miles	3.86
Active Transportation	Bicycle lane-miles	Miles	3.7

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Date 03/02/2026

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Additional Information

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Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	TCEP	Change in Daily Vehicle Hours of Delay	Hours	0	235	-235
	TCEP	Change in Daily Truck Hours of Delay	Hours	0	22	-22
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	566,167	526,330	39,837
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	115,374,201	87,756,158	27,618,043
Air Quality & GHG (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Particulate Matter	PM 2.5 Tons	0	0	0
			PM 10 Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Carbon Dioxide (CO <sub>2</sub> )	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Volatile Organic Compounds (VOC)	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Sulphur Dioxides (SO <sub>x</sub> )	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Carbon Monoxide (CO)	Tons	0	23.7	-23.7
	LPPC, SCCP, TCEP, LPPF	Nitrogen Oxides (NO <sub>x</sub> )	Tons	0	0	0
Safety	LPPC, SCCP, TCEP, LPPF	Number of Fatalities	Number	0.19	0.2	-0.01
	LPPC, SCCP, TCEP, LPPF	Fatalities per 100 Million VMT	Number	3.19	3.52	-0.33
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries	Number	0.88	2.2	-1.32
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries per 100 Million VMT	Number	14.39	38.77	-24.38
Economic Development	LPPC, SCCP, TCEP, LPPF	Jobs Created (Only 'Build' Required)	Number	652	0	652
Cost Effectiveness (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Cost Benefit Ratio	Ratio	1.14	0	1.14

District	County	Route	EA	Project ID	PPNO
07	Ventura County			5952215	6464

Project Title  
 Hueneme Road Widening – Edison Drive to Rice Avenue

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	
E&P (PA&ED)	1,172							1,172	Ventura County
PS&E		1,200						1,200	Ventura County
R/W SUP (CT)									Ventura County
CON SUP (CT)									Ventura County
R/W		15,000						15,000	Ventura County
CON									Ventura County
<b>TOTAL</b>	<b>1,172</b>	<b>16,200</b>						<b>17,372</b>	

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	
E&P (PA&ED)	1,172							1,172	
PS&E		1,200						1,200	
R/W SUP (CT)									
CON SUP (CT)									
R/W		15,000						15,000	
CON					32,000			32,000	
<b>TOTAL</b>	<b>1,172</b>	<b>16,200</b>			<b>32,000</b>			<b>49,372</b>	

Fund #1:	Local Funds - County Funds (Committed)	Program Code
	Existing Funding (\$1,000s)	20.10.400.100

Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									Ventura County
PS&E		83						83	
R/W SUP (CT)									
CON SUP (CT)									
R/W		1,033						1,033	
CON									
<b>TOTAL</b>		<b>1,116</b>						<b>1,116</b>	

Proposed Funding (\$1,000s)									Notes
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	
E&P (PA&ED)									
PS&E		83						83	
R/W SUP (CT)									
CON SUP (CT)									
R/W		1,033						1,033	
CON									
<b>TOTAL</b>		<b>1,116</b>						<b>1,116</b>	

Fund #2:	Other Fed - Surface Transportation Program (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.010.300
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									Ventura County Transportation Comm Infrastructure for Rebuilding America (INFRA) or Surface Transportation Block Grant (STBG)
PS&E		277						277	
R/W SUP (CT)									
CON SUP (CT)									
R/W		3,467						3,467	
CON									
TOTAL		3,744						3,744	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Fund #3:	Other Fed - Highway Infrastructure Program (HIP) (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.010.300
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)	1,172							1,172	Federal Highway Administration
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,172							1,172	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)	1,172							1,172	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,172							1,172	

Fund #4:	SB1 TCEP - Trade Corridors Enhancement Account (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.210.310
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio Regional TCEP
PS&E		840						840	
R/W SUP (CT)									
CON SUP (CT)									
R/W		10,500						10,500	
CON									
TOTAL		11,340						11,340	
Proposed Funding (\$1,000s)									
E&P (PA&ED)									STIP to match the TCEP funds.
PS&E		840						840	
R/W SUP (CT)									
CON SUP (CT)									
R/W		10,500						10,500	
CON									
TOTAL		11,340						11,340	
Fund #5:	RIP - STIP-Federal/State (Uncommitted)								
Existing Funding (\$1,000s)									
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									STIP to match the TCEP funds.
PS&E		277						277	
R/W SUP (CT)									
CON SUP (CT)									
R/W		3,467						3,467	
CON									
TOTAL		3,744						3,744	

Fund #6:	Future Need - State SB1 TCEP (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									Notes
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON					32,000			32,000	
TOTAL					32,000			32,000	