

MEMORANDUM OF UNDERSTANDING
between
Ventura County Transportation Commission and the
City of Oxnard for the
Oxnard Rail Station Electric Vehicle Chargers

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

WHEREAS, in June 2023, VCTC was awarded funding from the Senate Bill (SB) 1 Solutions for Congested Corridors Program (SCCP) by the California Transportation Commission (CTC) for an Electric Vehicle Charging Station (EVCS) at the Oxnard Transportation Center (PROJECT).

WHEREAS, one of the requirements for receiving SCCP funds is for the implementing agency to execute a baseline agreement (SB 1 BASELINE AGREEMENT) with the CTC and Caltrans.

WHEREAS, VCTC was named the implementing agency for the PROJECT and has executed an SB 1 BASELINE AGREEMENT with the CTC and Caltrans to deliver the PROJECT.

WHEREAS, under the SB 1 BASELINE AGREEMENT, VCTC is to receive SCCP funds for the construction of the PROJECT.

WHEREAS, the CITY, as the lead agency, has agreed to complete 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 the construction/installation of one Level 2 Dual-Port EVCS serving two spaces located at the Oxnard Transportation Center, 201 E. 4th Street, Oxnard, CA, 93030.

3. Term

The term of this MOU shall commence as of the date of execution by PARTIES and shall extend through December 31, 2027, unless otherwise modified or earlier terminated.

4. Scope of Services

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

5. Roles and Responsibilities: VCTC

- A. VCTC will contribute \$30,000 in SCCP funding to the PROJECT.
- B. VCTC will seek reimbursement from the California Department of Transportation (CALTRANS) upon receipt of a correct and complete invoice from CITY as described in Section 6.G. below for all eligible expenditures.
- C. VCTC will evaluate and determine the eligibility of PROJECT expenditures that will be submitted for reimbursement. Eligibility will be pursuant to the descriptions contained in the Project Programming Request (PPR), the adopted SCCP guidelines, and the SB 1 BASELINE AGREEMENT.
- D. VCTC will provide reimbursement to CITY within 30 days from receipt of reimbursement from CALTRANS.
- E. VCTC will lead reporting requirements for the PROJECT and coordinate with CITY on progress of milestones, expenditures, and corrective actions for reporting purposes to maintain compliance with the adopted SB 1 Accountability and Transparency Guidelines.
- F. VCTC shall have the right to conduct audits of this Agreement, such as financial and compliance audits and performance audits. CITY shall make available and shall ensure its contractors make available, any records, information, material data and documentation needed by the auditors. CITY shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP).

6. Roles and Responsibilities: CITY

- A. CITY 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. CITY will undertake the PROJECT 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 SCCP contribution from VCTC to complete the PROJECT.
- C. CITY 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. CITY will comply and require its consultants/contractors, if applicable, to comply with all City standards, recommended practices, operating rules, and safety requirements to complete the PROJECT.
- E. CITY will be responsible to operate and maintain the PROJECT. This section shall survive termination of this MOU.
- F. CITY will not bill any labor for its own staff costs attributable to the PROJECT.

- G. CITY shall submit invoices for reimbursement to VCTC not more than once a month for WORK led by CITY. Invoices shall contain sufficient detail to enable an audit of the charges and be accompanied by backup documentation. Invoices shall contain the beginning and end date of the billing period, task summary, total amount due, and supporting documentation of eligible expenses pursuant to this MOU.
- H. CITY shall retain all original records and documents related to the PROJECT for a period of five years after final payment. 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. CITY shall cause all contractors and subcontractors to comply with the requirements of Section 6.H. above. CITY 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.

7. Miscellaneous

- A. Indemnity by CITY. 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 CITY under or in connection with the PROJECT or this MOU. To the fullest extent allowed by law, CITY 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 CITY's negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by CITY, its officers, employees, agents, contractors, subcontractors, or anyone under CITY'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. Attorneys' Fees. If either VCTC or the CITY commences an action against the other arising out of or in connection with this MOU, the prevailing party in such litigation will be entitled to have and recover from the losing party reasonable attorneys' fees.

- D. Insurance. CITY warrants that the CITY, 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. CITY will require that any Contractors and Consultants performing work on the PROJECT will have such insurance as CITY ordinarily requires for CITY's agreements with Contractors and Consultants. CITY 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 CITY's obligation to provide them to VCTC.

- E. 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. Upon termination of this MOU, unreimbursed SCCP funds that were not invoiced would no longer be available for the PROJECT. Such termination shall be subject to the continuing obligations of this MOU, including but not limited to reporting requirements.

- F. Notification. PARTIES will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For CITY, 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:

City Of Oxnard ATTN: Michael Wolfe 305 West Third Street, Third Floor Oxnard, CA 93030	Ventura County Transportation Commission 751 E. Daily Drive, Suite 420 Camarillo, CA 93010 ATTN: Executive Director CC: General Counsel
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- G. 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.

- H. Entire Agreement. This MOU constitutes the entire agreement between the PARTIES relating to its subject matter and supersedes any previous agreements or understandings.

- I. 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.

- J. 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.

City of Oxnard:

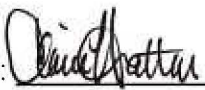
Ventura County
Transportation Commission:

By: 
Alexander Nguyen *4/16/2026*
City Manager

By: _____
Martin R. Erickson
Executive Director

Approved as to form:

Approved as to form:

By:  *for*
Stephen M. Fischer
City Attorney *4/14/2026*

By: _____
Lindsay D'Andrea
General Counsel

Exhibit A Scope of Services

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

TASK	CITY	VCTC
Permits and Mitigations	L	
Utility Relocations	L	
Fund Administration		L
Funding Reporting and Invoicing	L	S
Public Outreach	L	
Construction Bidding	L	
Construction Administration	L	
Construction Closeout	L	
Project Closeout	L	S

LEGEND:

Symbol

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Description

Shared responsibility among PARTIES

Lead Agency is the implementing agency responsible for completing all WORK.