

MEMORANDUM OF UNDERSTANDING
Between
Ventura County Transportation Commission and the
City of San Buenaventura for the
Santa Paula Branch Line Trail, East station to e/o
Wells Road

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

WHEREAS, in June 2023, VCTC as the Project Applicant, and the CITY as Implementing Agency, were awarded \$20,417,000 in funding from the Senate Bill (SB) 1 Solutions for Congested Corridors Program (SCCP) by the California Transportation Commission (CTC) for the Santa Paula Branch Line Trail, East Ventura Station to e/o Wells Road (PROJECT).

WHEREAS, one of the requirements for receiving SCCP 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 SCCP Guidelines, if the project to be implemented by an agency is 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 CITY 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 the construction for a Class I trail in the City of Ventura and unincorporated Ventura County providing an improved east-west bicycle and pedestrian route between East Ventura Metrolink Station and east of Wells Road (SR-118) along the Santa Paula Rail Line, in the City of Ventura (San Buenaventura) and unincorporated Ventura County.

3. Term

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

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:

- 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 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 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 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 SCCP guidelines, and the SB 1 BASELINE AGREEMENT.
- H. CITY 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, CITY 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. 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.
- J. CITY 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.

- K. CITY agrees to complete WORK within the milestones as set forth in Exhibit B for CITY to report on progress to meet SCCP FUNDING requirements.
- L. CITY will take the lead on all reporting requirements for the PROJECT to ensure compliance with the adopted SB 1 Accountability and Transparency Guidelines. CITY 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 SCCP 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. 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. 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. 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 Ventura ATTN: City Manager 501 Poli Street Ventura, CA 93001 CC: City Attorney	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 San Buenaventura:

Ventura County
Transportation Commission:

By: _____

By: _____

Bill Ayub
City Manager

Martin R. Erickson
Executive Director

Approved as to form:

Approved as to form:

By: _____

By: _____

Miles Hogan
Senior Assistant City Attorney

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
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	
Construction Bidding	L	
Construction Award	L	
Construction Administration	L	
Construction Closeout	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) YES NO Date 10/21/2025

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
07		0723000303	6194	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	
Derek Towers			805-654-7849	dtowers@cityofventura.ca.gov	

Project Title

Santa Paula Trail, East Ventura Station to e/o Wells Road

Location (Project Limits), Description (Scope of Work)

Environmental, design and construction for a Class I trail in the City of Ventura and unincorporated Ventura County providing an improved east-west bicycle and pedestrian route between East Ventura Metrolink Station and east of Wells Road (SR-118) along the Santa Paula Rail Line, in the City of Ventura (San Buenaventura) and unincorporated Ventura County.

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

Legislative Districts

Assembly: 38 Senate: 21 Congressional: 24

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	01/15/2023	01/15/2023
Circulate Draft Environmental Document Document Type EIR/EIS	06/15/2023	06/15/2023
Draft Project Report	08/15/2023	08/15/2023
End Environmental Phase (PA&ED Milestone)	12/15/2023	12/15/2023
Begin Design (PS&E) Phase	02/01/2024	02/01/2024
End Design Phase (Ready to List for Advertisement Milestone)	05/15/2025	05/15/2025
Begin Right of Way Phase	02/01/2024	02/01/2024
End Right of Way Phase (Right of Way Certification Milestone)	05/15/2025	05/15/2025
Begin Construction Phase (Contract Award Milestone)	10/01/2025	10/01/2025
End Construction Phase (Construction Contract Acceptance Milestone)	08/27/2027	08/27/2027
Begin Closeout Phase	09/01/2027	09/01/2027
End Closeout Phase (Closeout Report)	11/01/2027	11/01/2027

Date 10/21/2025

Purpose and Need

Close a gap on a popular Class I trail in the City of Ventura that is needed to create a 4.0-mile long continuous Active Transportation corridor. Provide a direct route for residents of Saticoy, Montalvo, and Cabrillo Village for bike and pedestrian access to the Class I trails on each end, increase the proportion of trips accomplished by biking and walking, increase safety and mobility for non-motorized users, reduce VMT, advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, and enhance public health.

NHS Improvements YES NO Roadway Class NA Reversible Lane Analysis YES NO
 Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs			
Category	Outputs	Unit	Total
Active Transportation	Bicycle lane-miles	Miles	8
ADA Improvements	New sidewalk	LF	170
ADA Improvements	New curb ramp installed	EA	14
Active Transportation	Crosswalk	EA	9

Date 10/21/2025

Additional Information

\$70,000 in ATP funds added to Construction from a canceled ATP project in Ventura County. SPBL on SCAG MPO Contingency List.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPC, SCCP, LPPF	Change in Daily Vehicle Miles Travelled	Miles	0	0	0
			VMT per Capita	0	0	0
	LPPC, SCCP, LPPF	Person Hours of Travel Time Saved (Only 'Change' required)	Person Hours	0	0	0
			Hours per Capita	0	0	0
System Reliability (Freight)	LPPC, SCCP, LPPF	Peak Period Travel Time Reliability Index (Only 'No Build' Required)	Index	0	0	0
	LPPC, SCCP, LPPF	Level of Transit Delay (if required)	% "On-time"	0	0	0
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 (CO2)	Tons	-16	0	-16
	LPPC, SCCP, TCEP, LPPF	Volatile Organic Compounds (VOC)	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Sulphur Dioxides (SOx)	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Carbon Monoxide (CO)	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Nitrogen Oxides (NOx)	Tons	0	0	0
Safety	LPPC, SCCP, TCEP, LPPF	Number of Fatalities	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Fatalities per 100 Million VMT	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries per 100 Million VMT	Number	0	0	0
Economic Development	LPPC, SCCP, TCEP, LPPF	Jobs Created (Only 'Build' Required)	Number	353	0	353
Cost Effectiveness (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Cost Benefit Ratio	Ratio	3.7	0	3.7
Vehicle Volume	LPPC, LPPF, SCCP	Existing Average Annual Vehicle Volume on Project Segment	Number	0	0	0
	LPPC, LPPF, SCCP	Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project	Number	0	0	0

District	County	Route	EA	Project ID	PPNO
07	Ventura County			0723000303	6194
Project Title Santa Paula Trail, East Ventura Station to e/o Wells Road					

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									City of Ventura
PS&E		4,438						4,438	City of Ventura
R/W SUP (CT)									City of Ventura
CON SUP (CT)									City of Ventura
R/W		2,278						2,278	City of Ventura
CON			20,487					20,487	City of Ventura
TOTAL		6,716	20,487					27,203	

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									
PS&E		4,438						4,438	
R/W SUP (CT)									
CON SUP (CT)									
R/W		2,278						2,278	
CON			20,487					20,487	
TOTAL		6,716	20,487					27,203	

Fund #1:	ATP - Active Transportation Program (ST-ATP) – SB1 (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.720.100
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									
PS&E		4,438						4,438	\$2278 RW voted 08/16/23 \$4438 PSE voted 08/16/23 \$70 CON EXT. TO 06/30/26
R/W SUP (CT)									
CON SUP (CT)									
R/W		2,278						2,278	
CON			70					70	
TOTAL		6,716	70					6,786	

Proposed Funding (\$1,000s)									Notes
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									\$70,000 added to CON from Fillmore canceled ATP project. SPBL on SCAG MPO Contingency List.
PS&E		4,438						4,438	
R/W SUP (CT)									
CON SUP (CT)									
R/W		2,278						2,278	
CON			70					70	
TOTAL		6,716	70					6,786	

Fund #2:	State SB1 SCCP - Solution for Congested Corridors Program (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.210.350
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									Caltrans HQ
PS&E									\$20417 CON EXT. TO 06/30/26
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			20,417					20,417	
TOTAL			20,417					20,417	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			20,417					20,417	
TOTAL			20,417					20,417	