

**CONTRACT AMENDMENT NO. 1
TO THE RADIO EQUIPMENT REIMBURSEMENT AGREEMENT BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION (“VCTC”) AND
THE CITY OF CAMARILLO (“CITY”)**

This Amendment No. 1 (“Amendment”) by and between the Ventura County Transportation Commission (“VCTC”) and City of Camarillo herein referred to as “City,” is effective May __, 2026. VCTC and City shall be referred to collectively herein as “parties.”

WHEREAS, on August 13, 2025 VCTC entered into a reimbursement agreement (“Agreement”) with City for the purpose of VCTC reimbursing the City with Senate Bill (SB) 125 Transit and Intercity Rail Capital Program (TIRCP) funds for the City’s procurement and installation of radio equipment; and,

WHEREAS, VCTC has procured radio equipment with SB 125 funds that it desires to transfer to City in partial satisfaction of its obligations under the Agreement in lieu of providing reimbursement of funds for City’s direct procurement of radio equipment; and

WHEREAS, VCTC shall still reimburse City for the cost of installation and/or supplementary Equipment for such transferred radio equipment pursuant to the terms of the Agreement; and

WHEREAS, the parties desire to amend the Agreement through this Amendment No. 1 to reflect the transfer of radio equipment directly to the City in partial satisfaction of VCTC’s obligations to reimburse City for radio equipment as outlined in the Agreement. ;

NOW, THEREFORE, VCTC and City agree to amend the Agreement to read as follows:

1. **Section I – FUNDING/PROGRAM MANAGEMENT, 3 - Title and Ownership**: The title to and ownership of all equipment, tools, materials, and supplies (hereinafter referred to as “Equipment”) purchased or otherwise acquired for use in connection with the Project are the property of the CITY, unless otherwise specified in writing by VCTC and CITY.

To the extent VCTC purchases or has purchased Equipment for the Project in lieu of reimbursing for purchases by CITY, VCTC hereby transfers and assigns all ownership rights, title, and interest in such Equipment to the City upon delivery or installation, without further action required by either Party. The City shall assume full ownership of the Equipment upon transfer and acknowledges that such transfer of Equipment is in lieu of reimbursement with Grant Funds. VCTC shall not maintain ownership of any Equipment purchased during or after the Project, be responsible for tracking inventory or accounting for depreciation, or hold or claim any service agreements associated with such Equipment.

2. **Section I – FUNDING/PROGRAM MANAGEMENT, 8 – Maximum Payment Amount/Method of Payment**: VCTC agrees to reimburse CITY for actual expenses incurred or provide Equipment in lieu of reimbursement of Grant Funds, up to the maximum amount \$90,000. CITY acknowledges that VCTC’s transfer of Equipment directly to CITY constitutes \$60,000 towards the Maximum Payment Amount. City acknowledges that only \$30,000 remains for reimbursement of CITY for reimbursement of any additional actual expenses incurred. Remaining payments shall be provided to CITY for the

completion of all deliverables and/or services as outlined in Exhibit A. No additional payments shall be made unless expressly provided for in an amendment to this Contract, agreed upon in writing by both parties.

Except to the extent amended herein, all other provisions of the Agreement remain in full force and effect.

This Amendment 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 original, which shall be binding upon and effective as to all Parties.

[Signatures on the Following Page]

IN WITNESS THEREOF, the parties have executed this Agreement No. 1 on the ____ day of _____ 2026.

VENTURA COUNTY TRANSPORTATION COMMISSION

by: _____
Martin R. Erickson, Executive Director

Approved as to form

by: _____
Lindsay D'Andrea, General Counsel

CITY OF CAMARILLO

by: _____