

Appendix C

AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND _____ FOR PROFESSIONAL SERVICES

This is an agreement (“Agreement”) by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and _____ hereinafter referred to as CONTRACTOR, to provide professional Enterprise Resource Planning System, Grant Management System and Professional Implementation Services is entered into this _____ day of _____, 2026 (“Effective Date”).

VCTC and CONTRACTOR agree as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described, and as set forth in this Agreement. CONTRACTOR hereby warrants that it has the professional qualifications, experience, and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof.

2. DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth and incorporated herein in Attachment 1 (“Scope of Services”) and Attachment 2 (Request for Proposals for Professional Enterprise Resource Planning System, Grant Management System, and Implementation Services dated September 9, 2026) of this Agreement, and the specifications attached thereto and as further described in Contractor’s proposal dated _____, 2026 set forth and incorporated herein in Attachment 3 to this Agreement. In the event of a conflict between any specific provision of this Agreement and any provision of Attachment 1, Attachment 2, or Attachment 3, the provisions of this Agreement shall prevail. In the event of a conflict between any specific provision of Attachment 1, Attachment 2, and Attachment 3, the provisions of Attachment 1 shall prevail over conflicting provisions of Attachment 2 and Attachment 3, and the provisions of Attachment 2 shall prevail over conflicting provisions of Attachment 3. All work performed by the CONTRACTOR shall be performed in a good and workmanlike manner.

3. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date (“Initial Term”), unless extended by VCTC’s exercise of its extension option discussed below or otherwise terminated pursuant to Article 16 below.

VCTC may elect to extend the term of this Agreement by exercising a one-time extension option for two (2) additional years (“Extension Option”). VCTC may elect to exercise this Extension Option by providing written notice to CONTRACTOR of its intent to exercise the Extension Option prior to the expiration of the initial term.

4. CHANGES IN THE WORK

The VCTC may, at any time, by written order to CONTRACTOR make changes within the general Scope of Services, including but not limited to revising or adding to the work or deleting portions thereof. Upon agreement of the parties and receipt of notice of change to the Scope of Services, CONTRACTOR shall immediately take all necessary steps to comply therewithin.

5. COMPENSATION/INVOICING

5.1 - The total compensation payable by VCTC, to CONTRACTOR, for completion of the Scope of Services for the initial term shall not exceed \$_____ ("Initial Term NTE"). If VCTC exercises its Extension Option, the total combined compensation for the Initial Term and the Extension Option term shall not exceed \$_____ ("Total NTE Amount").

5.2 - Consultant shall be paid in accordance with the fee schedule set forth in Attachment 4, attached hereto and made a part of this Agreement (the "Fee Schedule").

5.3 - CONTRACTOR will bill VCTC monthly for completed work. VCTC will pay CONTRACTOR within thirty (30) days of receipt of a satisfactory invoice. Each invoice shall be supported by employee name or position, labor category, hours worked, etc. in the performance of the Agreement during the period covered by each invoice.

6. PROGRESS AND COMPLETION

CONTRACTOR shall commence work on the Scope of Services to be performed upon full execution of this Agreement and shall consider full execution of this Agreement as Notice to Proceed. All services shall be completed in strict compliance with the Project Schedule approved by the VCTC as set forth in Attachment 5 ; deviations from the schedule shall be approved by VCTC. Progress reports, which include a summary of work completed during the billing period, will be provided by the CONTRACTOR with each invoice.

7. ASSIGNMENT AND SUBCONTRACTING

8.1 - This Agreement is for professional services and CONTRACTOR may not assign its rights under this Agreement nor delegate the performance of its duties without the VCTC's prior written consent.

8.2 - CONTRACTOR shall complete all work under this Agreement. Contractor may assign duties to another contractor or to any subcontractor only upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

8.3 – CONTRACTOR will act as an independent contractor and is not an employee, officer, agent, partner or joint venture of VCTC by virtue of this Agreement. CONTRACTOR agrees that its workers performing services under this Agreement shall

be either (1) employees of CONTRACTOR, or (2) shall meet all of the following three requirements to qualify as independent contractors: (a) be free from control and direction of CONTRACTOR; (b) perform work that is outside the usual course of CONTRACTOR's business; and (c) be customarily engaged in an independently established trade, occupation or business of the same nature as the work the individual performs for the CONTRACTOR. To the fullest extent permitted by law, CONTRACTOR will defend, indemnify, and hold VCTC harmless from any claims, demands, liabilities, costs, and expenses arising from CONTRACTORS misclassification of workers providing services as independent contractors under this Agreement.

8. RELATIONSHIP OF THE PARTIES

CONTRACTOR is, and at all times retains the status of, an independent contractor and shall represent the will of VCTC only as to the results of the subject matter of this Agreement, and not as to the manner in which the services herein are performed. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the Agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant, or employee of VCTC.

9. KEY PERSONNEL

The key personnel, _____ will oversee the project. These staff are considered essential to the work being performed under this Agreement. Substitution for these individuals will not be made without the prior written consent of the VCTC.

10. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos,

Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if CONTRACTOR provides written verification that it has no employees)
- iv. Technology Professional Liability Errors and Omissions Insurance coverage in an amount of not less than \$2,000,000 per claim and cover all sums the Consultant shall be legally obligated to pay because of claims for loss or disclosure of electronic data, media and content right infringement and liability, network security failure and software copyright infringement liability due to the failure of Consultant's products or services.
 - a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Consultant.

Cyber Liability

Cyber Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the CONTRACTOR 's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR 's insurance and shall not contribute with it.

Notice of Cancellation

CONTRACTOR may not permit coverage under the policies described above to be canceled without notice to the VCTC.

Waiver of Subrogation

CONTRACTOR hereby grants to VCTC a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the VCTC by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the VCTC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

CONTRACTOR shall furnish the VCTC with original certificates and amendatory endorsements certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR 's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Self-Insured Retentions

Any insurance policy required by this Agreement that includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, shall be modified by special endorsement to permit the payment of the self-insured retention by a person other than the named insured.

11. PERMITS

To the extent applicable, CONTRACTOR shall, at CONTRACTOR's expense, obtain all necessary permits and licenses necessary to perform and complete the work under this Agreement, give all notices, and pay all fees and taxes required by law. Any permits required from VCTC shall be granted to CONTRACTOR at no cost.

12. INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this Agreement, CONTRACTOR shall, to the fullest extent permitted by law, save, keep, defend, indemnify, hold harmless VCTC and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time and occur or arise out of CONTRACTOR's performance pursuant to this Agreement. CONTRACTOR's indemnification obligations extend to any actions by CONTRACTOR, its officers, agents or employees, including but not limited to, its subcontractors, in performance of the work required pursuant to this Agreement. CONTRACTOR's indemnification obligations include any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in the performance of the work hereunder or of any article or material supplied, utilized or installed pursuant to this Agreement. Notwithstanding the foregoing, Contractor's indemnity obligations hereunder shall apply only to the extent that liability arises from Contractor's negligence or wrongful acts or omissions. Contractor shall not be required to indemnify and hold harmless VCTC, its officers, agents or employees (VCTC Indemnitees) for any such claims, damages, penalties, obligations or liabilities to the extent caused by the negligence of VCTC Indemnitees.

13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and applicable laws promulgated thereunder.

14. RECORDS AND AUDITS

The CONTRACTOR's accounting systems shall conform to generally accepted accounting principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers, including audit working papers, of CONTRACTOR connected with performance under this Agreement shall be maintained for a minimum of seven years from the date of final payment to CONTRACTOR and shall be held open to inspection and audit by representatives of the Ventura County Transportation Commission (or its designee) and audit by representatives of the following non-exhaustive list of parties or their designees:

- The Ventura County Transportation Commission
- California State Auditor General
- California State Controller's Office
- California Department of Transportation
- U.S. General Accounting Office (GAO)
- Auditors of entities of which the VCTC is a sub recipient of grant funds
- Any agencies included in the audit of federal grants

In addition, the CONTRACTOR shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance for VCTC.

15. ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

16. TERMINATION BY VCTC

This Agreement may be terminated by the VCTC at any time upon thirty (30) days' written notice. In full discharge of any obligation to CONTRACTOR in respect of this Agreement and upon such termination, VCTC shall pay CONTRACTOR for any work satisfactorily completed prior to the effective date of such termination. In no event, however, shall the VCTC be obligated to pay CONTRACTOR any amount in excess of the total funds committed by the VCTC up to the time of termination to support the work. Further, VCTC may condition payment of any amounts pursuant to this Section on CONTRACTOR's delivery of all work and materials prepared in furtherance of this Agreement by CONTRACTOR.

17. OPTIONS UPON BREACH BY CONTRACTOR. If CONTRACTOR materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:

17.1 Immediately terminate the Agreement;

17.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONTRACTOR pursuant to this Agreement;

17.3 Retain a different consultant to complete the work described in Attachment I not finished by CONTRACTOR; or

17.4 Charge and withhold from any amounts otherwise owed to CONTRACTOR the difference between the cost to complete the work described in Attachment I that is unfinished at the time of breach and the amount that VCTC would have paid CONTRACTOR pursuant to Section 4 if CONTRACTOR had completed the work plus any damages VCTC incurs associated with CONTRACTOR's breach.

18. NOTICES

17.1 - All notices to the VCTC under this Agreement shall be in writing and sent to:

Ms. Lupe Acero, Director of Finance
Ventura County Transportation Commission
751 East Daily Drive, Suite 420
Camarillo, CA 93010

17.2 - All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

19. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

20.1 - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to the work performed under this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

20.2 - This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

20.3 - This Agreement shall be effective upon full execution by both VCTC and CONTRACTOR in accordance with Article 3 above, such full execution shall be considered a Notice to Proceed.

20. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in the court of competent jurisdiction in the County of Ventura. This Agreement is executed and to be performed in the County of Ventura.

21. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes, and other matters in question between the VCTC and the Contractor arising out of or relating to this Agreement, or its breach will be decided in a court of competent jurisdiction within the State of California with venue in the County of Ventura.

Rights and Remedies - The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. EXHIBITS

The following exhibits are attached hereto and incorporated herein:

- Attachment 1 – Scope of Services
- Attachment 2 -- Request for Proposals
- Attachment 3 – Contractor's Proposal
- Attachment 4 – Fee Schedule
- Attachment 5 – Project Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VENTURA COUNTY TRANSPORTATION COMMISSION

Martin Erickson, Executive Director

Date

APPROVED AS TO FORM:

Lindsay D'Andrea, General Counsel

Date

CONTRACTOR –

Date