

COOPERATIVE AGREEMENT

BETWEEN

VENTURA COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF SIMI VALLEY

THIS AGREEMENT is entered into between Ventura County Transportation Commission (VCTC) and the City of Simi Valley (City) regarding the administration of funds from the Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA).

WHEREAS, California voters in November, 2006, approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), which authorizes state general obligation bonds for transportation infrastructure, including grants for transit system safety, security, and disaster response projects; and,

WHEREAS Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 1B to the PTMISEA program, administered by the Department of Transportation (Caltrans); and,

WHEREAS, at its October 5, 2012, meeting the VCTC programmed \$550,000 in PTMISEA grant funds to the City for the Simi Valley Metrolink Station Parking Lot Rehabilitation and ADA Upgrade Project (Project); and,

WHEREAS, it is the intention of VCTC to enter into this Cooperative Agreement with the City regarding the administration of PTMISEA funds prior to the disbursement of funds to the City.

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to engage the City and the City hereby agrees to carry out the work hereinafter described in connection with the administration of PTMISEA funds. The City will be responsible for assuring that the City meets all grant requirements placed on PTMISEA fund recipients.
2. Scope of Services:
 - a. Grant Administration: VCTC shall be responsible to reserve, apply for and receive PTMISEA funds and to be responsible for assuring that VCTC and the City meet all requirements placed on PTMISEA fund recipients.
 - b. Project Implementation: The City shall implement the Project, as described in the attached grant submittals to the extent that grant funds from VCTC are available pursuant to this Agreement.
3. Duration of Agreement and Authorization to Proceed: The term of this Agreement shall commence when VCTC notifies the City that it has received the PTMISEA funds

from the State Controller, and continue until the earlier of the following events: (1) all work on the Project is completed and accepted, all contracts to construct the Project are closed, and VCTC has approved and paid the final invoice, or (2) the Agreement is terminated by either party after thirty (30) days written notice.

4. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and the City.
5. Method of Payment: VCTC, as the grant applicant, upon receipt of the \$550,000 of PTMISEA funds approved by Caltrans for the Project, shall transfer the funds to the City. The City must keep the unexpended funds in a separate interest-bearing account. Any interest that is accrued must be accounted for and used for the Project. Any Project funds received in excess of the final Project cost, or those found to be owed back to VCTC as a result of a final review or audit, must be refunded to VCTC within twenty (20) days of VCTC invoicing the City.
6. Costs: Under no circumstances will VCTC be responsible for funding the Project in excess of the grant funds and the interest earned thereon.

II. CALTRANS REQUIREMENTS

The City shall note the following provisions apply to PTMISEA grants, and must take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: Semi-annual performance reports must be prepared and submitted to VCTC no later than January 31st and July 31st, for the duration of the project performance period, or until all activities are completed and the Projects are formally closed. VCTC will then forward the reports to Caltrans in time for the Caltrans deadline. The semi-annual reporting cycle will start with the December 2013 reporting cycle, and must be submitted on or before January 31, 2014. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension.

Within five (5) months of the Project becoming operable, the City shall provide to VCTC a Final Project Report and a Final Project Itemized Expenditure Table. The City must also provide evidence of project completion in the form of photographs of the completed project or a copy of final invoicing.

Within (11) months of the Project becoming operable, the City shall provide to VCTC a report regarding the long-term benefits of the Projects.

2. Department of Industrial Relations (DIR) Monitoring: Per Assembly Bill 436 (Chapter 378, Statutes 2011), the Project is subject to monitoring and enforcement by the DIR. Monitoring activities are eligible PTMISEA expenses. The City is required to:
 - a. Include language in the bid invitation and public works contract that the project is subject to monitoring and enforcement by DIR, including the obligation to submit certified payroll records directly to the Compliance Monitoring Unit (CMU) through the CMU's online eCPR system at least monthly;
 - b. Notify both the Division of Apprenticeship Standards and the Division of Labor Standards Enforcement (DLSE) of the Project award per the online PWC 100 form available on the CMU website;
 - c. Post, at each job site, the notice required by 8 Cal. Code Reg. section 16451(d);
 - d. Cooperate with the CMU and the DLSE in any investigation of suspected violations, which may include random onsite inspections and contractor and worker interviews; and,

- e. Comply with any notice requiring contract payments to be withheld due to contractor's failure to submit proper certified payroll reports or in accordance with any lawful order by DLSE.
- 3. Other Provisions: The City is subject to all policies and provisions as set forth by Caltrans with regard to the PTMISEA and all applicable laws regarding public works projects, including but not limited to, contract bid procedures and the payment of prevailing wages.
- 4. Grant Performance Period: Funds allocated under this grant shall be expended by June 30, 2017. Funds remaining unexpended thereafter shall revert to Caltrans.

III. OTHER PROVISIONS

- 1. Indemnification: The City shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of the City or its officers, agents, or servants as a result of any act or omission by the City in its performance pursuant to this Agreement.

VCTC shall protect, defend, indemnify, and hold harmless the City, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of VCTC or its officers, agents, or servants as a result of any act or omission by VCTC in its performance pursuant to this Agreement.

The obligations of the City and VCTC in these indemnity provisions survive the expiration or earlier termination of this agreement.

- 2. Insurance: With respect to performance of work under the Project Agreement, the City shall ensure that its contractors maintain insurance as described below:

Workers Compensation Insurance – the City's contractors shall maintain, during the life of the Projects, Workers' Compensation Insurance for any contractor or subcontractor employees employed at the sites of projects. In case any class of employees engaged in work under this Agreement at the site of the Project is not protected under any Workers' Compensation law, the City shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. The City hereby agrees to indemnify VCTC for any damage resulting to it from failure of any City contractor or subcontractor to take out or maintain such insurance.

Public Liability and Property Damage Insurance. The City is self-insured and/or has excess insurance as allowed by law at least up to the limits provided herein. The City's contractors, if any, shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall insure and name as an additional insured VCTC, its elective and appointive boards, commissions, officers, agents, and employees, and any VCTC contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the City's or any contractors or subcontractors operations hereunder, or by anyone directly or indirectly employed by any contractor or subcontractor, and the amounts of such insurance shall be as follows:

- (1) Public Liability Insurance. In an amount not less than \$2,000,000 for injuries, including, but not limited to death, to any one person and, subject to the

same limit for each person, in an amount not less than \$4,000,000 on account of any one occurrence:

(2) Property Damage Insurance In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

CITY OF SIMI VALLEY

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

Bob Huber
Mayor

Steve Sojka
Chair

Approved as to Form

Approved as to Form

Eric Levitt
City Manager

Darren M. Kettle
Executive Director

City Attorney
2105443.1

Steven T. Mattas
General Counsel