

**INTERAGENCY AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CITY OF MOORPARK**

THIS AGREEMENT is entered into between Ventura County Transportation Commission (VCTC) and the CITY OF MOORPARK regarding the disbursement and administration of funds from the State of California's Fiscal Year (FY) 2022-2023 Low Carbon Transit Operations Program (LCTOP) as of _____ day of _____, 2024 ("Effective Date").

WHEREAS Senate Bill 862 of the 2014 Statutes appropriates funds from the Greenhouse Gas Reduction Fund to the Low Carbon Transit Program (LCTOP), administered by Caltrans; and,

WHEREAS, on October 27, 2023, VCTC received authorization for funding of its FY2022-2023 LCTOP Battery Electric Charging Infrastructure Project ("Grant Funds") for the construction, equipment acquisition, and installation of battery electric charging infrastructure projects; and

WHEREAS, AGENCY intends to implement Electric Bus Charging Infrastructure (Project), which will further the purposes of the 2023 LCTOP Battery Electric Charging Infrastructure Project and is an eligible project for Grant Funds;

WHEREAS, pursuant to VCTC's LCTOP funding allocation, VCTC is authorized to allocate LCTOP funding to sub-recipient agencies as necessary in order to implement eligible projects; and

WHEREAS, Agency has agreed to implement the Project and VCTC desires to allocate funds for implementation of the Project.

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to engage the CITY OF MOORPARK and the CITY OF MOORPARK hereby agrees to carry out the work outlined in the Scope of Services, attached hereto and incorporated herein as Exhibit A, in connection with the administration of the Grant Funds. The CITY OF MOORPARK will be responsible for assuring that the CITY OF MOORPARK meets all grant requirements placed on LCTOP recipients ("Grant Requirements") as detailed in Section II of this Agreement and in Exhibit B, attached hereto and incorporated herein.
2. Scope of Services:

- a. **Grant Administration:** As the original fund recipient, VCTC shall be responsible for distributing the Grant Funds to the CITY OF MOORPARK project. VCTC has agreed to distribute \$200,000 of Grant Funds to the Project.
 - b. **Project Implementation:** The CITY OF MOORPARK will implement [PROJECT] in accordance with the Grant Requirements to the extent that funds from VCTC are available pursuant to this Agreement.
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 shall vest in the CITY OF MOORPARK upon delivery to the Project site, unless otherwise specified in writing by VCTC.
4. **Operations and Maintenance Responsibility:** The CITY OF MOORPARK shall be responsible, at its sole cost and expense, for the proper operations and maintenance (O&M) of all Equipment and infrastructure related to the Project as specified in the Original Equipment Manufacturer's (OEM) contract manuals. This responsibility extends to all phases of the Project, including but not limited to installation, commissioning, testing, and operational use. The CITY OF MOORPARK shall perform all O&M activities in accordance with the manufacturer's recommendations, industry best practices, and all applicable laws and regulations.
5. **Duration of Agreement and Authorization to Proceed:** This Agreement shall begin on the Effective Date and shall continue until June 30, 2026. Upon execution and allocation of Grant Funds, Agency is authorized to proceed with implementation of Project.
6. **Entire Agreement; Integration:** This Agreement constitutes the entire agreement between the parties hereto with respect to the administration of Grant Funds and obligations described herein for the [Project] and supersedes as of the date hereof any prior agreement(s) and amendments between the parties, written or oral, concerning the subject matter of this Agreement.
7. **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 OF MOORPARK.
8. **Method of Payment:** CITY OF MOORPARK must keep the unexpended Grant Funds in a separate interest-bearing account. Any interest that is accrued shall be accounted for and used for the Project. Any Grant Funds or accrued interest earned received in excess of the final Project cost, or those Grant Funds found to be owed back to VCTC as a result of a final, independent review or audit, must be returned to VCTC within thirty (30) days of Project closeout or expiration of this Agreement. CITY OF MOORPARK shall provide supporting documentation that shows the reconciliation of all Project expenditures and any remaining unused funds.

9. Costs: VCTC shall have no liability for cost deficits for the Project. Agency shall have no authority to incur cost overruns for the Project and under no circumstances will VCTC be responsible for funding the Project in excess of the distributed funds and the interest earned thereon. Prior to the commencement of any charging infrastructure installation or modification, the CITY OF MOORPARK shall provide VCTC with a detailed cost estimate for the proposed work. The cost estimate shall include breakdowns of labor, materials, equipment, and any additional expenses associated with the Project.

II. CALTRANS LCTOP REQUIREMENTS

The CITY OF MOORPARK shall note the following provisions apply to LCTOP grants and shall take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: In addition to any other reports required by the Grant Requirements, Annual performance reports shall be prepared and submitted to VCTC, no later than October 1st each year, for the duration of the Project performance period, or until all activities are completed and the Project is formally closed. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension of this Agreement.
2. Other Provisions: The CITY OF MOORPARK is subject to all Grant Requirements, any and all policies and regulations of Caltrans with regard to the FY2022-23 LCTOP grant, and all applicable laws regarding California public agency procurements, including but not limited to public works requirements, transportation agency specialized rail equipment procurements, contract bid procedures, and the payment of prevailing wages.
3. Grant Performance Period: Funds allocated under this grant shall be expended by June 30, 2026 ("Grant Performance Period"). Funds remaining unexpended beyond the Grant Performance Period of the Grant Funds approved by Caltrans shall revert to Caltrans.
4. Audits/Recordkeeping: AGENCY shall provide VCTC with any data, records, or documentation necessary for compliance with audit procedures required by the Grant Requirements and shall cooperate with VCTC in the preparation of any audit to the extent necessary. Audits shall be performed on an annual basis. AGENCY shall retain all Project cost records for a minimum of three (3) years after completion of the Project or such other period of time as may be required by law. To the extent that any inappropriate or unallowable expenditures by AGENCY are identified and Caltrans requests repayment, AGENCY shall refund such funds to VCTC for transmission back to Caltrans in accordance with Section I.6.

III. OTHER PROVISIONS

1. Indemnification: To the fullest extent permitted by law, AGENCY 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 t Agency or its officers, agents, or servants as a result of any act or omission by Agency in its performance pursuant to this Agreement.

The obligations of the Agency in these indemnity provisions survive the expiration or earlier termination of this Agreement.

2. Insurance: AGENCY shall procure and maintain for the duration of this Agreement 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 and the results of that work by AGENCY, its agents, representatives, employees or subcontractors. The insurance required by this Section may be satisfied by a program of self-insurance upon satisfactory documentation provided to VCTC that such self-insurance program meets the requirements outlined herein.

- a. **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, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$3,000,000 per occurrence/\$6,000,000 general aggregate. 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**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 combined single limit, per accident for bodily injury and property damage.
 - iii. **Workers' Compensation**: 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.
 - iv. If AGENCY maintains higher limits than the minimums shown above, VCTC requires and shall be entitled to coverage for the higher limits maintained by AGENCY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the VCTC.
- b. **Other Insurance Provisions**: The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status**: VCTC, their officers, officials, employees, agents and volunteers are to be covered as additional insureds 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 if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

- ii. **Primary Coverage:** For any claims related to this Agreement, the AGENCY's insurance coverage shall be primary insurance as respects VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VCTC, its officers, officials, employees, or volunteers shall be excess of the AGENCY's insurance and shall not contribute with it.
 - iii. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to VCTC.
 - iv. **Waiver of Subrogation:** AGENCY hereby grants to VCTC a waiver of any right to subrogation which any insurer of said AGENCY may acquire against the VCTC by virtue of the payment of any loss under such insurance. AGENCY 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.
 - v. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by VCTC. VCTC may require AGENCY to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if the AGENCY's insurance policy 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, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.
 - vi. **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 VCTC.
- c. **Verification of Coverage:** AGENCY shall furnish VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates

and endorsements are to be received and approved by VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive AGENCY's obligation to provide them. In the event a claim is filed against VCTC as a result of AGENCY's actions, AGENCY shall provide VCTC a copy of AGENCY's insurance policies upon request.

- d. **Subcontractor:** AGENCY shall require and verify that all subcontractors working on Project maintain insurance meeting all requirements stated herein, and AGENCY shall ensure that VCTC is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 and CG 20 40.
3. **Termination:** The CITY OF MOORPARK may terminate this Agreement upon written notice to VCTC if Grant Funds are canceled or otherwise unavailable for the Project. AGENCY may terminate this Agreement for cause after giving written notice to VCTC of VCTC's default under this Agreement at least thirty (30) calendar days before the termination is to be effective. Within thirty (30) calendar days after receipt of the CITY OF MOORPARK's written notice of the default, VCTC may cure the default, or, if the default cannot be reasonably cured within that time period, if VCTC has not commenced the cure within that time period, diligently continued to pursue that cure, and completed it within one hundred eighty (180) calendar days after receipt of the notice. The CITY OF MOORPARK may not terminate this Agreement if VCTC cures the default in accordance with this Section 3. If the VCTC does not cure the default and CITY OF MOORPARK terminates this Agreement, CITY OF MOORPARK shall return any funds that are unused as of the date of the termination and that are not necessary for payment for services provided prior to the termination date.

VCTC may terminate this Agreement upon written notice to AGENCY if Grant Funds are canceled or otherwise unavailable to the Project. VCTC may terminate this Agreement for cause after giving written notice to CITY OF MOORPARK of CITY OF MOORPARK's default under this Agreement at least thirty (30) calendar days before the termination is to be effective. Within thirty (30) calendar days after receipt of VCTC's written notice of the default, the CITY OF MOORPARK may cure the default, or, if the default cannot be reasonably cured within that time period, if the CITY OF MOORPARK has not commenced the cure within that time period, diligently continued to pursue that cure, and completed within one hundred eighty (180) calendar days after receipt of the notice. The VCTC may not terminate this Agreement if CITY OF MOORPARK cures the default in accordance with this Section 3. If the CITY OF MOORPARK does not cure the default and VCTC terminates this Agreement, the CITY OF MOORPARK may expend Grant Funds to pay contractors for Project work satisfactorily completed through the last working day this Agreement is in effect or committed to be spent by that date.

Neither party shall have any other claim against the other party by reason of an early termination of this Agreement.

4. Changes to Agreement: This Agreement may only be amended by written agreement signed by all parties.
5. Availability of Grant Funds: The Parties understand and agree that VCTC's obligation to allocate funds to the Project is expressly conditioned on the availability of Grant Funds. In the event that the Grant Funds are not allocated to VCTC or are otherwise canceled, terminated or unavailable, VCTC shall have no obligation to allocate funds to the Project. Under no circumstances is VCTC liable for any costs of the Project that are in excess of or ineligible for Grant Funds.
6. Notices of Notification: Any notice required to be given in writing under this Agreement, or other notifications, shall be given to the parties at the following addresses:

Martin R. Erickson
VCTC
Executive Director
751 E. Daily Drive
Camarillo, CA 93010

[NAME]
CITY OF MOORPARK
[TITLE]
[ADDRESS]

CITY OF MOORPARK

VENTURA COUNTY TRANSPORTATION
COMMISSION

[NAME]
[TITLE]

Martin Erickson
Executive Director

APPROVED AS TO FORM:

[NAME]
General Counsel

Steven T. Mattas
General Counsel

EXHIBIT A
Scope of Work

EXHIBIT B
Grant Requirements