

COOPERATIVE AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
INTERFACE CHILDREN & FAMILY SERVICES

THIS AGREEMENT (“Agreement”) is entered into on this 4th day of October 2024 between Ventura County Transportation Commission (hereinafter referred to as VCTC) and Interface Children & Family Services (hereinafter referred to as SUBRECIPIENT), with the SUBRECIPIENT being registered with a Unique Entity Identifier number of HDKBSNKLTA5, regarding the administration of the Department of Transportation (DOT) and Federal Transit Administration (FTA) funds for use in the provision of public transit service by the SUBRECIPIENT.

WHEREAS Chapter 53 of Title 49, United States Code, as amended, authorizes the Secretary of Transportation to apportion funds for public transportation projects for planning, capital, and operating assistance purposes; and,

WHEREAS, VCTC serves as the administrator of federal funds apportioned by FTA to Ventura County; and,

WHEREAS, VCTC applied for and has obtained FTA funds on behalf of the SUBRECIPIENT; and,

WHEREAS, it is therefore the intention of VCTC to enter into this Cooperative Agreement with SUBRECIPIENT regarding the administration of funds, as a mutually acceptable agreement is a pre-condition of acceptance of funding.

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. **Responsibilities of Participants:** SUBRECIPIENT hereby agrees to carry out the work in connection with the administration of the FTA funds. SUBRECIPIENT will be responsible for meeting all applicable grant requirements placed on federal funds awarded to SUBRECIPIENT through VCTC.
2. **Scope of Services:**
 - a. **Grant Administration:** VCTC agrees to carry out the administrative requirements necessary to reserve, apply for, and receive FTA funds. Attachment A to this Agreement, which is incorporated by reference, provides the project scopes of work and line-item details for SUBRECIPIENT activities within each active FTA grant covered by this

Agreement as of the effective date of this Agreement. Also provided as Attachment B is a table including the grants by Federal Award Identification Number showing the total amount in each grant obligated and committed to the SUBRECIPIENT and the total of all such awards. Additional grants, as awarded by FTA during the period of this Agreement, will be added to this Agreement through a notice of grant award issued by VCTC to the RECIPIENT with a copy of the grants. All such notices shall thereby be incorporated by reference into this Agreement, provided that any such grant award has been accepted in writing by the SUBRECIPIENT.

- b. **Contract Administration:** SUBRECIPIENT hereby agrees to fulfill the obligations imposed upon SUBRECIPIENT under a grant application submitted by VCTC and awarded by FTA and SUBRECIPIENT has accepted, including providing local match funds and providing the service specified in the grant. SUBRECIPIENT also agrees that it shall remain, during the term of this Agreement, in compliance with all applicable DOT assurances and requirements, including all applicable procurement requirements.
3. **Duration of Agreement:** This Agreement is effective as of the date of this agreement, and shall continue until the latest period of performance end date of the grants covered under this Agreement (as shown in Attachment A or as amended by the additional notices of grant awards) or until the Agreement is terminated by either party after thirty (30) days' prior written notice. The parties may agree in writing to extend the effective period of the Agreement in order to address future grants not yet incorporated into this Agreement. Upon completion of all work in the approved grants, the SUBRECIPIENT shall submit final invoicing at least 60 days prior to the period of performance end date for the subject grant, to allow close out of the grant on the required schedule.
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 SUBRECIPIENT.
5. **Method of Payment:** VCTC, as the grant applicant, shall receive reimbursement payment from FTA in accordance with FTA grant procedures. Upon SUBRECIPIENT's submittal of an invoice for an eligible expense, VCTC will transfer the FTA funds to SUBRECIPIENT within thirty (30) days. Notwithstanding the foregoing, if VCTC has not yet received funds from the FTA for the funding of the expenses covered by any such invoice when such invoice is received by VCTC from SUBRECIPIENT, VCTC will transfer funds to SUBRECIPIENT for any such invoice within five (5) working days after actual receipt by VCTC of such funds from FTA. SUBRECIPIENT shall only invoice for the types of expenses specified in the grant(s), and shall invoice for actual costs incurred in carrying out the grant activity, including, but not limited to, salary, benefits, other eligible documented agency expenses, and vendor payments. All invoices must include the full supporting documentation required by FTA, including payroll documentation tracking hours worked on the project(s), vendor invoicing, and documentation of vendor payment such as accounts payable check copies. As allowed in FTA regulations, in the absence of a federally-approved indirect cost allocation

plan the SUBRECIPIENT may invoice indirect overhead expense of no more than 10% of payroll cost funded by FTA grants.

VCTC shall not be held responsible or liable for any lateness or nonpayment from FTA for any reason.

6. Quarterly Reporting: SUBRECIPIENT shall submit a quarterly report to VCTC of the SUBRECIPIENT program funded by grants under this Agreement, using the reporting template provided by VCTC.
7. Notices: All notices to VCTC under this Agreement shall be in writing and sent to:

Martin R. Erickson, Executive Director
Ventura Transportation Commission
750 Daily Drive, Suite 420
Camarillo, CA 93010

All notices to SUBRECIPIENT under this Agreement shall be in writing and sent to:

Erik Sternad, Executive Director
Interface Children & Family Services
4001 Mission Oaks Blvd, Suite I
Camarillo, CA 93012

Notices may also be sent in writing via email to recipients designated by the respective VCTC Executive Director and SUBRECIPIENT Executive Director.

II. FEDERAL REQUIREMENTS

SUBRECIPIENT shall note that the following provisions apply to grants-in-aid from DOT, and SUBRECIPIENT must take all necessary action to ensure their compliance as though they were the grantee directly.

1. Equal Employment Opportunity: During the performance of this Agreement, SUBRECIPIENT agrees as follows: SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, political belief, marital status, age, national origin, sex, or handicap. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, marital status, religion, political belief, age, national origin, sex, or any handicap not limiting the ability of the person to perform the job contemplated. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60). SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Opportunity Clause.
2. Audit and Inspection: SUBRECIPIENT shall permit, and shall require that its contractors permit, the authorized representatives of VCTC, the US DOT and

the Controller General of the United States to inspect and audit all data and records of SUBRECIPIENT relating to its performance under this Agreement, as required in FTA Circular 9030.1C, Chapter VI, Application Instruction, Section 9(d), Oversight.

SUBRECIPIENT also agrees, and shall require that its contractor(s) agree, to maintain all required records relating to each grant subject to this Agreement for at least three (3) years after the funds are expended under this Agreement.

3. Debarred Bidders: SUBRECIPIENT shall require that its contractors funded by this Agreement, including any of its officers or holder of a controlling interest, inform SUBRECIPIENT whether or not it is or has been or is on any debarred, suspended, proposed for debarment, or declared ineligible list, or voluntarily excluded from participation in any Federal Contracts. Should a contractor be included on such a list during the performance of this project, it should so inform SUBRECIPIENT and SUBRECIPIENT shall take appropriate action with respect to that contractor in accordance with federal law and regulations.
4. Title VI of the Civil Rights Act of 1964: During the performance of this Agreement, SUBRECIPIENT, for itself, its assignees, and successors in interest agrees as follows:
 - a. Compliance with Regulations: SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the DOT under Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - b. Nondiscrimination: SUBRECIPIENT with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.56 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.
 - c. Solicitation for Contractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by SUBRECIPIENT for work to be performed under a contract, including procurement of materials or leases of equipment, each potential contractor or supplier shall be notified by RECIPIENT of the contractor's obligations under this contract and regulations relative to non-discrimination on the grounds of race, color, national origin and other federally-protected categories.
 - d. Information and Reports: SUBRECIPIENT shall require that any contractor procured by SUBRECIPIENT provide all information and reports required by the Regulations or directives issued pursuant thereto, and permit access to its books, record, accounts, other sources of information, and its facilities as may be determined by FTA to be pertinent

to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to VCTC or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of a contractor's noncompliance with nondiscrimination provisions of this Agreement, SUBRECIPIENT shall at VCTC's direction impose contract sanctions as VCTC or the FTA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to contractor until the contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: SUBRECIPIENT shall include the provisions of paragraphs "a" through "e" of this section 4 of Part II in every contract funded through this Agreement, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUBRECIPIENT shall take such reasonable action with respect to any contract or procurement as VCTC or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, SUBRECIPIENT may request VCTC, and in addition, SUBRECIPIENT may request the United States to enter into such litigation to protect the interest of the United States.
- 5. Bid Protest Procedures: SUBRECIPIENT shall adopt bid award Protest Procedures for any Federal Grants-In-Aid Procurement of over \$25,000 as required by FTA.
- 6. Federal Privacy Act: SUBRECIPIENT hereby agrees to comply with, and assures the compliance of its employees with, the information, restrictions, and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. SUBRECIPIENT agrees to obtain the express consent of the Federal Government before operating a system of records on behalf of the Federal Government. SUBRECIPIENT shall include this requirement in each subcontract to administer any system of records on behalf of the Federal Government, financed in whole or in part with FTA funds.

III. MISCELLANEOUS PROVISIONS

1. Insurance

A. **LIABILITY INSURANCE**

Before distribution of any funds pursuant to this Agreement, SUBRECIPIENT, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the

operation by SUBRECIPIENT, its agents, representatives, employees, subcontractors, and volunteers, for operation of vehicles or equipment under this Agreement. Consistent with the following provisions, SUBRECIPIENT shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to operating any vehicle or equipment purchased pursuant to this Agreement and prior to receiving any funds pursuant to this Agreement. SUBRECIPIENT shall not allow any contractor to commence work on any contract funded through this Agreement until SUBRECIPIENT has obtained all insurance required herein for the subcontractor(s). SUB RECIPIENT shall maintain all required insurance listed herein for the duration of this Agreement.

B. COMMERCIAL GENERAL INSURANCE

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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), and Code 8 (hired) and 9 (non-owned) covering SUBRECIPIENT’s volunteers’ use of volunteer autos, with limit no less than \$2,000,000 per accident for bodily injury and property damage.

C. WORKERS’ COMPENSATION INSURANCE

SUBRECIPIENT will provide Workers’ Compensation insurance for employees and volunteers 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.

D. ALL POLICIES REQUIREMENTS

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests’ rating of no less than A:VII.

Verification of coverage. Prior to beginning operations of any vehicles or equipment purchased under this Agreement and prior to any disbursement of funds pursuant to this Agreement, SUBRECIPIENT shall furnish VCTC with complete copies of all policies delivered to SUBRECIPIENT by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to SUBRECIPIENT beginning equipment or vehicle operation, this shall not waive SUBRECIPIENT’s obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled

by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, SUBRECIPIENT shall provide written notice to VCTC at SUBRECIPIENT's earliest possible opportunity and in no case later than ten (10) working days after SUBRECIPIENT is notified of the change in coverage.

Any failure of SUBRECIPIENT to comply with reporting provisions of the policies shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

Occurrence or accident basis. The insurance coverage required by this Section shall cover on an occurrence or an accident basis, and not on a claims-made basis.

Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of SUBRECIPIENT, including VCTC's general supervision of SUBRECIPIENT; products and completed operations of SUBRECIPIENT, as applicable; premises owned, occupied, or used by SUBRECIPIENT; and automobiles and equipment owned, leased, or used by the SUBRECIPIENT, including the SUBRECIPIENT'S volunteers, in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers. General liability coverage can be provided in the form of an endorsement to SUBRECIPIENT'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).

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

Deductibles and Self-Insured Retentions. SUBRECIPIENT shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the activities contemplated by any term of this Agreement. Further, if SUBRECIPIENT'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. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Agreement Administrator, SUBRECIPIENT may

increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Agreement Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that SUBRECIPIENT procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Subcontractors. SUBRECIPIENT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Wasting Policy. No insurance policy required by Section III, subsection (1) shall include a “wasting” policy limit.

Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC’s interests are otherwise fully protected.

Remedies. In addition to any other remedies VCTC may have if SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for SUBRECIPIENT’s breach:

Obtain such insurance and charge SUBRECIPIENT the cost of such premiums; and/or terminate this Agreement.

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

2. **Indemnification**

To the fullest extent permitted by law, SUBRECIPIENT shall defend, indemnify and hold harmless VCTC, its officers, employees, and agents, from all liability costs, damages, or expenses, including attorneys’ fees arising out of or incurred in connection with SUBRECIPIENT and its employees’/agents’/volunteers’ and subcontractors’ acts or omissions in the performance of activities contemplated in and pursuant to this Agreement. Further, SUBRECIPIENT agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against VCTC arising out of or incurred in connection with SUBRECIPIENT and its employees’/agents’/volunteers’ and subcontractors’ acts or omissions in the performance of activities contemplated in and pursuant to this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

To the fullest extent permitted by law, SUBRECIPIENT agrees to defend and pay the entire cost of defending any claim or suit whenever or wherever made or brought against the VCTC based upon an infringement or alleged infringement of any such letters patent arising out of the activities contemplated by this Agreement, and to indemnify and save harmless VCTC from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit, or adjudged or sustained by reason of the equipment to be furnished hereunder constituting an infringement of any letters patent or adjudged or sustained by reason of inability of the VCTC to use said equipment because of any infringement or alleged infringement of any letters patent.

3. No Joint Venture or Partnership

This Agreement is not intended to create a partnership or joint venture between VCTC and SUBRECIPIENT. VCTC is serving as the administrator of federal funds apportioned by FTA to VCTC and SUBRECIPIENT is an eligible organization to receive FTA reimbursement funds for transit projects.

4. Attorneys' Fees

If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

5. Severability

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

6. Agreement Administration

This Agreement shall be administered by Peter De Haan ("Agreement Administrator"). All correspondence shall be directed to or through the Agreement Administrator or his or her designee.

INTERFACE CHILDREN & FAMILY
SERVICES

VENTURA COUNTY TRANSPORTATION
COMMISSION

Erik Sternad
Executive Director

Matt Lavere
Chair

Approved as to Content:

Martin R. Erickson
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney

Steven T. Mattas
General Counsel