

INTERAGENCY AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF OXNARD

THIS AGREEMENT ("Agreement") is effective this 18th day of October 2024 between Ventura County Transportation Commission (hereinafter referred to as "VCTC") and City of Oxnard (hereinafter referred to as "City"), wherein VCTC agrees to allocate funding for an eligible project located in City and City agrees to complete work on said project (WORK) as specified in Exhibit A "Scope of WORK," attached hereto and incorporated herein.

WHEREAS, the Ventura County Transportation Commission (VCTC) is the transportation commission, transportation authority and transportation planning agency for the County of Ventura, California, with the power to contract for the WORK described in this Agreement and authority to disburse State Transit Assistance (STA) funds;

WHEREAS, the PROJECT consists of the construction of one Level 2 Dual-Port Electric Vehicle Charging Station (EVCS) located at the Oxnard Transportation Center; approved for 2022 Solutions for Congested Corridor Program (SCCP) funding for construction to be allocated by a June 30, 2025 deadline;

WHEREAS, the City is owner of right-of-way at the Oxnard Transportation Center located at 201 E 4th Street, Oxnard, CA, 93030 and qualified to perform the WORK for the PROJECT pursuant to this agreement;

WHEREAS, VCTC wishes to provide STA FUNDING in a not-to-exceed amount of \$15,000 to the City in order to complete design plans for the PROJECT;

WHEREAS, the City will utilize the STA FUNDING to complete design plans for the PROJECT in order to allocate construction funds by June 30, 2025;

WHEREAS, the PARTIES desire to enter into this Agreement for the purpose of documenting the terms and conditions of cooperation between the PARTIES with regard to the STA FUNDING to be utilized for design of the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed by VCTC and the City as follows:

I. City RESPONSIBILITIES:

- A. City will be the lead agency for the design of the PROJECT and designate a Project Manager as its single point of contact to manage project design and coordinate with VCTC for all WORK pursuant to this Agreement.
- B. City will undertake the design of the PROJECT in accordance with all applicable state, federal and local laws, regulations, policies, standards and procedures, and be responsible for 100% of all costs for the design of the PROJECT, including but not limited to costs incurred in the preparation of contract documents, advertising for bids, awarding design contract and support costs required for satisfactory completion of the design phase of the PROJECT.
- C. City will undertake the coordination necessary to implement the design of the PROJECT among all third parties, including public and private agencies, and will be solely responsible for obtaining all licenses, permits, rights-of-entry, and any statutorily required permission to facilitate design of the PROJECT.
- D. City will comply and require its consultants/contractors, if applicable, to comply with all City standards, recommended practices, operating rules, and safety requirements in completion of the WORK in furtherance of the PROJECT;
- E. City will use the STA FUNDING solely for completion of the PROJECT and will comply with all STA FUNDING requirements, terms, and conditions for those funds that will be used to pay for the SERVICES. City will return any unspent STA FUNDS to VCTC upon request and will repay VCTC for any use of STA FUNDS deemed ineligible.

II. VCTC'S RESPONSIBILITIES:

- A. VCTC will authorize allocation of STA FUNDING to the City in a total not-to-exceed amount of fifteen thousand dollars (\$15,000) for the PROJECT.
- B. VCTC will authorize STA FUNDING only for the costs of approved WORK incurred by City up to the not-to-exceed amount in connection with the PROJECT, which shall include direct and indirect overhead costs associated herewith.
- C. VCTC hereby agrees to pay the City upon receipt and approval of submitted invoices detailing allowable expenditures for PROJECT rendered pursuant to this Agreement up to the not-to-exceed amount of STA FUNDING.

- D. VCTC will review proposed changes to the PROJECT and/or their costs within seven (7) business days from City's submittal of such changes and provide City with written approval, comments, and/or objections in writing.
- E. VCTC will appoint contact personnel to City designating specific staff members for fulfilling duties under this Agreement. VCTC will notify City in writing of any personnel changes modifying any staff members designated to fulfill duties under this Agreement.
- F. VCTC's obligation to allocate STA FUNDING is expressly contingent upon the availability and allocation of such FUNDING to VCTC. In the event that STA FUNDING is canceled or otherwise unavailable to VCTC, VCTC is under no obligation to provide funds to the City for the PROJECT.

III. PAYMENT

- A. VCTC will authorize payment to City up to the total not-to-exceed amount of \$15,000 for costs incurred for WORK (in accordance with Exhibit A) by City pursuant to this Agreement.
- B. City shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost of WORK performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the beginning and end date of the billing period, task summary, total amount due, and supporting documentation of eligible expenses pursuant to this Agreement.
- C. VCTC shall make monthly payments, based on approved invoices received, for eligible WORK performed, and for authorized costs incurred. VCTC shall have thirty (30) days from the receipt of an approved invoice that complies with all of the requirements above to pay the City. Each invoice shall include all expenses and activities performed during the invoice period for which the City expects to receive the payment up to the not-to-exceed amount.

IV. REPORTING AND AUDIT REQUIREMENTS

- A. City shall be subject to and shall comply with all applicable requirements of VCTC and STA FUNDING regarding reporting and audit requirements.
- B. City shall submit written progress reports to VCTC as specified to determine if City is performing to expectation, is on schedule, and is within funding cost limitations, to provide communication of interim findings and to afford occasions for airing difficulties respecting

special problems encountered so that remedies can be developed. Should City fail to submit a complete report or project deliverables in accordance with the WORK schedule, VCTC may elect to not authorize STA FUNDING expenditures until submittal is determined by VCTC to be fully complete.

- C. VCTC shall have the right to conduct audits of this Agreement, such as financial and compliance audits and performance audits. City shall make available and shall ensure its contractors make available, any records, information, material data and documentation needed by the auditors. City shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP).
- D. VCTC shall not authorize payment any expenditure not in compliance with the WORK, STA FUNDING requirements, other terms and conditions of this AGREEMENT, or other applicable requirements of VCTC. The allowability of costs for City's own expenditures submitted to VCTC shall be in compliance with the STA FUNDING terms and conditions. The allowability of costs for CITY's contractor and consultant expenditures submitted to VCTC through City's invoices shall be in compliance with the STA FUNDING terms and conditions. VCTC shall have the right to conduct a final audit, and the findings of the VCTC audit will be final. This section shall survive termination of this AGREEMENT.
- E. City shall certify each report by reviewing all costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with the STA FUNDING terms and conditions, and the terms and conditions of this AGREEMENT.
- F. City shall also certify final costs of the WORK to ensure that all costs are in compliance with the STA FUNDING terms and conditions, and the terms and conditions of this AGREEMENT.
- G. City shall retain all original records and documents related to the WORK (RECORDS) for a period of three years after final payment. The RECORDS shall be open to inspection and subject to audit and reproduction by VCTC auditors or authorized representatives to the extent deemed necessary by VCTC to adequately permit evaluation of expended costs. The RECORDS subject to audit shall also include, without limitation, those records deemed necessary by VCTC to evaluate and verify, direct and indirect costs (including overhead allocations) as they may apply to costs associated with the WORK.
- H. City shall cause all contractors and subcontractors to comply with the requirements of Section IV.G above. City shall ensure all contractors and subcontractors cooperate fully in furnishing or in making available to VCTC all records deemed necessary by VCTC auditors

or authorized representatives related to the WORK.

- I. City shall be responsible for ensuring its contractors and subcontractors for the WORK comply with the terms of the STA FUNDING terms and conditions. City shall cooperate with VCTC Audit Department such that VCTC can meet its obligations under the STA FUNDING terms and conditions.

V. MISCELLANEOUS

- A. Indemnity by City. Neither VCTC, its officers, agents, volunteers, contractors, and employees nor VCTC's board members, member agencies, nor their respective officers, agents, volunteers, contractors, and employees (collectively "VCTC PARTIES") will be responsible for any damage or liability occurring by reason of any negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by the City under or in connection with the PROJECT or this AGREEMENT. To the fullest extent allowed by law, City shall indemnify, defend, and hold harmless VCTC PARTIES from any and all liability, loss, expenses (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, arising or alleged to have arisen, in whole or in part, out of or in connection with City's negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by City, its officers, employees, agents, contractors, subcontractors, or anyone under City's control, in connection with the PROJECT and this AGREEMENT, including improper use of funds under STA FUNDING requirements. This indemnity shall survive expiration or termination of this AGREEMENT.
- B. Governing Law. This AGREEMENT will be governed by and construed in accordance with the laws of the State of California. Any action or proceeding brought to enforce any provision of this AGREEMENT shall be filed in the Superior Court of California for Ventura County.
- C. Attorneys' Fees. If either PARTY commences an action against the other PARTY arising out of or in connection with this AGREEMENT, the prevailing party in such litigation will be entitled to have and recover from the losing party reasonable attorneys' fees.
- D. Insurance. City warrants that the City, and its contractors and/or consultants, subcontractors and/or subconsultants ("Contractors and Consultants") will maintain insurance coverage sufficient to cover any liability reasonably anticipated to arise from the performance of this AGREEMENT. City will require that any Contractors and Consultants performing work on the PROJECT will have such insurance as City ordinarily requires for City's agreements with Contractors and Consultants through the City's Form 6 process. City will issue, and

warrants that its Contractors and Consultants will issue, evidence of such insurance to VCTC prior to beginning the PROJECT, including naming VCTC as additional insured and providing a waiver of subrogation in favor of VCTC as to said policies except for worker's compensation. Failure to obtain the required documents prior to commencement of the PROJECT shall not waive City's obligation to provide them to VCTC. Such evidence of insurance shall include, at a minimum, Statutory Workers' Compensation Insurance and Employer's Liability Insurance of not less than \$1,000,000 dollars per accident, Commercial General Liability with a minimum limit of \$2,000,000 per occurrence and \$4,000,000 in aggregate, and Automobile Liability insurance with a minimum limit of \$1,000,000 per accident and \$2,000,000 in aggregate. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

- E. Recitals. The Recitals stated above are integral parts of this AGREEMENT and are hereby incorporated into the terms of this AGREEMENT.
- F. Termination. Both VCTC and City shall have the right, at any time, to terminate this AGREEMENT by giving thirty (30) calendar days' written notice to the other party, specifying the date of termination. Upon termination of this AGREEMENT, City shall return all unspent funds to VCTC. Such termination shall be subject to the continuing obligations of this AGREEMENT, including but not limited to reporting requirements.
- G. Notification. Each PARTY will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For City, that person will be the Project Manager. For VCTC, that person shall be the Program Manager. All notices and communications regarding this AGREEMENT, interpretation of the terms of this AGREEMENT, or changes thereto will be provided as follows:

City Of Oxnard ATTN: Michael Wolfe 305 West Third Street, Third Floor Oxnard, CA 93030	Ventura County Transportation Commission 751 E. Daily Drive, Suite 420 Camarillo, CA 93010 ATTN: Executive Director CC: General Counsel
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- H. Amendment. In the event the PARTIES determine that the provisions of this AGREEMENT should be altered, the PARTIES may amend this AGREEMENT by writing signed by both PARTIES.
- I. Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES relating to its subject matter and supersedes any previous agreements or understandings.
- J. Execution in Counterpart. This AGREEMENT may be executed in counterparts and/or by facsimile or other electronic means, and when each PARTY to this AGREEMENT 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 agreement, which shall be binding upon and effective as to all parties to this AGREEMENT.
- K. Severability. If any portion of this AGREEMENT shall be held invalid or unenforceable, the remainder of the AGREEMENT shall not be affected and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the PARTIES have entered this AGREEMENT, which shall be effective on the Effective Date defined in the first paragraph hereof.

City of Oxnard:

By:

City Manager

VENTURA COUNTY

TRANSPORTATION COMMISSION:

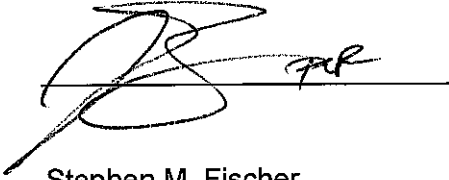
By: _____

Martin R. Erickson

Executive Director

Approved as to form:

By:

A handwritten signature in black ink, appearing to be 'S. Fischer', written over a horizontal line.

Stephen M. Fischer

City Attorney

Approved as to form:

By:

Steve Mattas

General Counsel

