

MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
AGENCY/CITY
REGIONAL EARLY ACTION PLANNING GRANT

This Memorandum of Understanding (“MOU” or “Agreement”) is effective this ___ day of ___ 2025 (“Effective Date”) between Ventura County Transportation Commission (hereinafter referred to as “VCTC”) and [AGENCY/CITY] (hereinafter referred to as “[AGENCY/CITY]”) with respect to the following recitals:

WHEREAS, the Regional Early Action Planning Grants (REAP) 2.0 Program, is authorized under California Assembly Bill No. 140 to provide funding and resources to support local projects that advance the program’s goals and objectives;

WHEREAS, California Assembly Bill No. 140 provides the legislative authority for the Regional Early Action Planning Grants 2.0 Program to advance the following intent and objectives:

- a. Accelerate infill development that facilitates housing supply, choice, and affordability
- b. Affirmatively further fair housing
- c. Reduce Vehicle Miles Traveled (VMT)

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”)

WHEREAS, the Regional Early Action Planning Grants 2.0 Program envisions a comprehensive approach to address transportation challenges, enhance transit

infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;

WHEREAS, VCTC entered into a Memorandum of Understanding (SCAG MOU) with the Southern California Association of Governments (SCAG) to implement projects pursuant to the Approved Grant Application and Amendment(s) to Grant Application, under the terms, covenants, and conditions of the SCAG MOU.

WHEREAS, the purpose of the SCAG MOU is to authorize local agencies to enter into agreements with other local agencies to support the development, implementation, and funding of transit partnership projects that align with the goals and priorities of the Regional Early Action Planning Grants 2.0 Program and comply with California Assembly Bill 140;

IN CONSIDERATION of the mutual duties set forth in the Regional Early Action Planning Grants 2.0 Grant Program Guidelines including SCAG's requirements, the parties agree that the purpose and intent of this Agreement are set forth the mutual responsibilities involving VCTC and AGENCY/CITY as outlined:

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. **ALLOCATION OF FUNDING:** VCTC hereby agrees to provide up to \$XXX,XXX in Regional Early Action Planning Grants 2.0 Program funds to AGENCY/CITY towards bus stop improvements described in Section 2 below. AGENCY/CITY agrees to comply with all Regional Early Action Planning Grants 2.0 Program requirements, as such may be amended from time to time, as a recipient of such funds.
2. **SCOPE OF SERVICES/PROJECT:** AGENCY/CITY shall purchase and install XX bus shelters, XX solar lighting systems, XX benches and any necessary hardscape improvements ("Bus Stop Amenities" or "Project") required to accommodate the amenity installations and maintain accessibility of pathways and landings. AGENCY/CITY shall utilize professional services to assist in implementation of the Project.
3. **DURATION OF MOU AND AUTHORIZATION TO PROCEED:**
The terms of this MOU shall commence on the Effective Date and shall terminate on June 30, 2026.
4. **NOTICES:** All notices to VCTC under this MOU shall be in writing and sent to:

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

All notices to AGENCY/CITY under this MOU shall be in writing and sent to:

NAME, TITLE
AGENCY/CITY
ADDRESS

Notices may also be sent in writing via email to recipients designated by the respective VCTC Executive Director and AGENCY/CITY [TITLE].

5. METHOD OF PAYMENT:

- a. VCTC shall provide reimbursement payment to AGENCY/CITY upon AGENCY/CITY's submittal of an invoice toward the cost of purchasing and installing Bus Stop Amenities not exceeding a total amount of \$XXX,XXX. Payment shall be made to AGENCY/CITY as promptly as fiscal procedures will permit, generally within thirty (30) days of receipt of a properly submitted invoice.
- b. The total amount payable by VCTC to AGENCY/CITY pursuant to this MOU shall not exceed \$XXX,XXX ("Total Amount"). AGENCY/CITY agrees and understands that the Total Amount of obligated funds must be used and expended by June 30, 2026. Funds remaining unexpended beyond this date will revert back to SCAG. AGENCY/CITY understands that all reimbursement and expenditures are subject to the availability of Regional Early Action Planning Grants 2.0 Program funding and compliance with all program requirements.

6. **QUARTERLY REPORTING:** AGENCY/CITY shall submit written quarterly progress reports to VCTC to provide to the SCAG District Partnership Liaison to determine if AGENCY/CITY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

7. **AMENDMENTS TO THE MOU:** The provisions of this MOU may be amended by execution of a written amendment by both VCTC and AGENCY/CITY.

8. **SCAG MOU REQUIREMENTS.** The Project contemplated in this Agreement will be funded in whole or in part by the Southern California Association of Government's (SCAG) Regional Early Action Program (REAP) 2.0 funds. Consequently, AGENCY/CITY's performance under this Agreement must comply with the applicable provisions of the SCAG MOU entered into between VCTC and SCAG, attached hereto as Exhibit E and incorporated herein as though fully set out herein. The following provisions from the SCAG MOU are specifically incorporated herein and the AGENCY/CITY agrees that it is bound by such provisions:

- a. Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0);
- b. Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements);
- c. Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury);
- d. Section 5.e. (Funding – repayment of ineligible costs);
- e. Section 6 (Invoices);
- f. Section 7 (Reporting);
- g. Section 8 (Accounting);
- h. Section 9 (Allowable Uses of Grant Funds);
- i. Section 10 (Work Products);
- j. Section 13 (Insurance), except as modified herein;
- k. Section 14 (Indemnification);
- l. Section 18 (Records Retention);
- m. Section 19 (Monitoring and Audits);
- n. Section 21 (Compliance with Laws, Rules, and Regulations);
- o. Section 22 (Public Works and Construction);
- p. Section 23 (Conflict of Interest);
- q. Section 24 (Independent Contractor);
- r. Section 25 (Assignment); and
- s. Section 26 (Release of Information).

The above-listed provisions shall survive expiration or termination of the SCAG MOU and this Agreement. AGENCY/CITY shall include a requirement in all agreements that AGENCY/CITY enters into with consultants or others to perform work under this Agreement that such agreements are also subject to the SCAG MOU and the above-listed provisions.

9. RECORDS, AUDIT, AND REVIEW:

- a. Funds shall only be used in accordance with the Regional Early Action Planning Grants 2.0 Program Requirements. Agencies receiving Regional Early Action Planning Grants 2.0 Program Funds must adhere to the Program Requirements established by the SCAG, including the use of standard governmental accounting practices, and agree to Program and financial audits as deemed appropriate by SCAG or other State control agencies at no charge to VCTC. Agencies that are found to be in noncompliance may be subject to, among other things depending on the violation: audit, suspension, or permanent disqualification from future participation in the Regional Early Action Planning Grants 2.0 Program.
- b. AGENCY/CITY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. SCAG may conduct any necessary audit, quality check verification, or discovery during project implementation and post-project completion. For

this reason, all documentation pertaining to this program, including contracts with Agencies, program-related records such as files, invoices, and other related documentation shall be retained and made available to SCAG upon request for the duration of the program and for three (3) years from the date of final Agency funding liquidation. To the extent that SCAG identifies any inappropriate expenditures by AGENCY/CITY and SCAG requests repayment, AGENCY/CITY shall refund such funds to VCTC for transmission back to SCAG.

II. MISCELLANEOUS PROVISIONS

1. INSURANCE:

A. LIABILITY INSURANCE

Before distribution of any funds pursuant to this Agreement, AGENCY/CITY, 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 performance of the Services and/or operation by AGENCY/CITY, its agents, representatives, employees, subcontractors, and volunteers, for operation of vehicles or equipment under this Agreement. Consistent with the following provisions, AGENCY/CITY 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. AGENCY/CITY shall not allow any contractor to commence work on any contract funded through this Agreement until AGENCY/CITY has obtained all insurance required herein for the subcontractor(s). AGENCY/CITY shall maintain all required insurance listed herein for the duration of this Agreement.

- 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 **\$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.
- ii. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering vehicles (Code 1) with limit no less than **\$2,000,000** per accident for bodily injury and property damage. This shall be noted by the equipment inventory/management certification which must be filed with VCTC.
- iii. **WORKERS' COMPENSATION INSURANCE:** CONTRACTOR 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.

B. 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, AGENCY/CITY shall furnish VCTC with complete copies of all policies delivered to AGENCY/CITY by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and 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 AGENCY/CITY beginning equipment or vehicle operation, this shall not waive AGENCY/CITY'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. An 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 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, AGENCY/CITY shall provide written notice to VCTC at AGENCY/CITY's earliest possible opportunity and in no case later than ten (10) working days after AGENCY/CITY is notified of the change in coverage.

Any failure of AGENCY/CITY 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 AGENCY/CITY, including VCTC's general supervision of AGENCY/CITY; products and completed operations of AGENCY/CITY, as applicable; premises owned, occupied, or used by AGENCY/CITY; and automobiles and equipment owned, leased, or used by the AGENCY/CITY 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 AGENCY/CITY'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).

An 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. AGENCY/CITY 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 AGENCY/CITY'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, AGENCY/CITY 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 AGENCY/CITY 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. AGENCY/CITY shall include all subcontractors as insureds under its policies or shall furnish separate certificates and 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 II, 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 AGENCY/CITY 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 AGENCY/CITY's breach:

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

Waiver of Subrogation. AGENCY/CITY hereby grants to VCTC a waiver of any right to subrogation which any insurer of AGENCY/CITY may acquire against VCTC by virtue of the payment of any loss under such insurance. AGENCY/CITY 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, AGENCY/CITY 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 AGENCY/CITY and its employees'/agents'/subcontractors' acts or omissions in the performance of activities contemplated in and pursuant to this Agreement, and 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 AGENCY/CITY's negligent performance of any activities contemplated under this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

To the fullest extent permitted by law, AGENCY/CITY 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 hold harmless the 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. **ATTORNEY'S 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.
4. **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.

- 5. **GOVERNING LAW/VENUE:** The validity, enforceability and interpretation of any of the clauses of this MOU shall be determined and governed by the laws of the State of California with venue in the court of competent jurisdiction in Ventura County.
- 6. **AGREEMENT:** The parties agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this MOU as evidenced by the signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GOLD COAST TRANSIT DISTRICT

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

[NAME]
[TITLE]

Martin R. Erickson
Executive Director

APPROVED AS TO FORM:

Steven T. Mattas
General Counsel

EXHIBIT A
“SCAG MOU”