

COVER PAGE
MEMORANDUM OF UNDERSTANDING
AMENDMENT NO. 1
No. M-010-24

SCAG Overall Work Program (OWP) No: 305-4926.01

MOU No: M-010-24

MOU Execution Date: December 19, 2023

Agency Contact: Martin Erickson

Project Participant Name: Ventura County Transportation Commission

Project Participant's UEI No: JEVVZV6ALEN5

MOU Amount: \$3,777,000

Subaward Period of Performance Start Date: April 12, 2023

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: (Reference Section 6 of MOU M-010-24)

Project Title: Ventura County Transportation Commission REAP 2.0 CTC Partnership Program Grant

Project Description: Ventura County Transportation Commission will utilize REAP 2.0 funding to fund county-specific pilots to meet REAP 2.0 Goals and Objectives within the SCAG region.

**AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING
No. M-010-24**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND VENTURA COUNTY TRANSPORTATION COMMISSION
FOR REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT
(305.4926.01)**

This Amendment No. 01 (“Amendment”) to the underlying Memorandum of Understanding No. M-010-24 (“MOU”) is by and between the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** (“SCAG”) and the **VENTURA COUNTY TRANSPORTATION COMMISSION** (“VCTC”), subsequently herein referred to as the “PROJECT PARTICIPANT,” for the **VENTURA COUNTY TRANSPORTATION COMMISSION REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT** (“Project”) under the REAP 2.0 County Transportation Commission Partnership Program (“Program”). SCAG and the PROJECT PARTICIPANT are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the Parties entered into the MOU dated December 19, 2023; and

WHEREAS, Section 11 of the MOU permits the Parties to amend the MOU through written amendment; and

WHEREAS, the purpose of Amendment No. 1 (“Amendment 1”) is to update Exhibit A to reflect current deliverables, amend the current period of performance end date of November 30, 2025, to June 30, 2026, amend the current final invoice submittal date from December 31, 2025, to June 30, 2026, amend the frequency of invoice submittal from monthly to quarterly, amend select project funding totals, add CEQA/NEPA responsibilities as applicable, amend the records retention date, and amend the SCAG Project Manager.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Section 2 (Term) is amended to read:

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

1. Section 3 (Scope of Work and Sub-Recipient’s Responsibilities) is amended to add sub-section (I):

1. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

2. Section 4 (Project Management) sub-section (b) is amended to read:

b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

Daniel Bezinovich
Senior Regional Planner
(213)630-1575
bezinovich@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

3. Section 5 (Funding) sub-section (a) is amended to read:

a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$3,777,000 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

VC01 - Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements - \$3,100,000
VC02 - Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update - \$134,422
VC03 - Countywide Paratransit Integration Analysis - \$242,578
VC04 - Community Traffic Calming and Pedestrian and Bicycle Safety Program - \$300,000

4. Section 6 (Invoices) sub-sections (b) and (f) are amended to read:

b. By the twenty-first following the start of a new fiscal quarter (i.e. January 21, April 21, July 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient.

- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than June 30, 2026, whichever is first. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.

5. Section 7 (Reporting) sub-section (c) is amended to read:

- c. When a Project is finalized, and no later than June 30, 2026, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.

6. Section 18 (Invoices) sub-sections (a) and (b) are amended to read:

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Project, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Project, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
 - b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.
6. The “Scope of Work” Exhibit A-1, “Scope of Work” Exhibit A-2, and “Scope of Work” Exhibit A-3 are attached hereto and incorporated herein by this reference and shall replace in their entirety Exhibit A-1, Exhibit A-2 and Exhibit A-3, respectively.

In all other respects, the terms and conditions of the MOU, as amended, shall remain in full force and effect.

[Signatures on Following Page]

**SIGNATURE PAGE TO
AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING NO.
M-010-24**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the dates indicated below:

Agency

Signed by:
By: Martin R. Erickson 3/17/2025
25EAA80163E94E3...
Martin R. Erickson Date
Executive Director

APPROVED AS TO FORM:

Signed by:
By: Steven T. Mattas 3/17/2025
18F048F4826A4E8...
Steven T. Mattas Date
General Counsel

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

DocuSigned by:
By: Cindy Giraldo 3/18/2025
00E46B3F0E8F43F...
Cindy Giraldo Date
Chief Financial Officer

APPROVED AS TO FORM:

DocuSigned by:
By: Richard Lam 3/18/2025
D6886DAB132A463...
Richard Lam Date
Senior Deputy Legal Counsel

Exhibit A-1 Scope of Work

Exhibit A-1 – VC01

Project Title: Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements

Project Description: This project will conduct an inventory of all bus stops and train stations in Ventura County and will fund capital improvements at transit stops and stations owned by transit agencies and municipalities. Capital improvements that result from this project can be paired with future affordable housing investments within Ventura County to foster inclusive development and boost accessibility and mobility for historically disadvantaged communities.

Final Deliverable:

- Transit Stops and Stations Final Report
- ~~Construction Improvements at Transit Stops and Stations~~ **Procurement and Installation of Open-Loop Readers**

Project Budget: ~~\$1,500,000~~ **\$3,100,000**

Exhibit A-2 Scope of Work

Exhibit A-2 – VC02

Project Title: Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update

Project Description: The project advances the Santa Paula Branch Line Trail Master Plan, ~~including conceptual design, environmental, and permitting phases to~~ **which will** improve active transportation connections to housing, transit, and job centers in the Santa Clara River Valley.

Final Deliverable:

- ~~Final Master Plan~~ **Existing Analysis and Assessment**
- ~~Final EIR/EIS~~ **Outreach and Engagement Plan**
- ~~Environmental Permits Obtained~~

Project Budget: ~~\$1,677,000~~ **\$134,422**

Exhibit A-3 Scope of Work

Exhibit A-3 – VC03

Project Title: Countywide Paratransit Integration Analysis

Project Description: The project will evaluate and provide recommendations for consolidation of all demand-response (paratransit and dial-a-ride) operations into a new countywide agency with a single call/dispatch center. By improving paratransit service, Ventura County will be able to more effectively and efficiently serve more locations enabling residents to maintain their mobility and independence while remaining connected to their community.

Final Deliverable:

- Implementation Plan
- Finance Plan
- **Final Countywide Paratransit Integration Analysis**

Project Budget: ~~\$300,000~~ **\$242,578**

Exhibit A-4 Scope of Work

Exhibit A-4 – VC04

Project Title: Community Traffic Calming and Pedestrian and Bicycle Safety Program

Project Description: The project will establish a Community Traffic Calming Program in Ventura County. The program will target areas with excessive vehicle speeds, identify concepts for permanent infrastructure improvements, and develop and implement a comprehensive traffic calming program incorporating the SCAG Go Human toolkit.

Final Deliverable:

- Safety Educational Campaign Activities
- Preliminary Engineering and Cost Estimates
- **Final Summary of Community Traffic Calming and Bicycle Safety Program Safety Educational Campaign**

Project Budget: \$300,000