

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**VENTURA COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**GOLD COAST TRANSIT DISTRICT**

**THIS AGREEMENT** is entered into between Ventura County Transportation Commission (VCTC) and Gold Coast Transit District (District) regarding the administration of funds from the State of California Governor's Office of Emergency Services (OES).

**WHEREAS**, California voters in November, 2006, approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), which authorizes state general obligation bonds for transportation infrastructure, including grants for transit system safety, security, and disaster response projects; and,

**WHEREAS** Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 1B to the California Transit Security Grant Program (CTSGP), administered by OES; and,

**WHEREAS**, at its April 6, 2018 meeting the VCTC authorized the submittal to OES of an application to reprogram \$195,000 in unexpended Fiscal Year 2007/08 CTSGP funds plus interest earned by Fiscal Year 2016/17 CTSGP funds, for the implementation of security improvements including security fencing, cameras, gates, lighting, and monitoring equipment, for the new District Operations and Maintenance Facility (Project

**NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:**

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: Contingent upon OES approval, VCTC hereby agrees to transfer the \$195,000 in Proposition 1B funds plus interest on its grant to the District for the purpose of the District carrying out the Project. The District will be responsible for assuring that the District meets all grant requirements placed on OES fund recipients.
2. Scope of Services:
  - a. Grant Administration: As the original fund recipient, VCTC shall be responsible to submit the request to OES to reallocate the funds to the District's project.
  - b. Project Implementation: The District will undertake the Project to implement the Gold Coast operations center security improvements to the

extent that grant funds from VCTC are available pursuant to this Agreement.

3. Duration of Agreement and Authorization to Proceed: The term of this Agreement and work on the Project shall commence when VCTC notifies the District that it has received final approval of the Cal OES grant in writing. Eligible costs on the Project shall not be incurred until VCTC notifies the District that it has received the final Cal OES grant approval for that project. The Agreement shall continue until the earlier of the following events: (1) all work on the Project has been completed, all contracts to construct the Project are closed and VCTC has approved and paid the final invoices, or (2) the Agreement is terminated by either party after thirty (30) days written notice.
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 District.
5. Method of Payment: VCTC, as the grant applicant, shall receive the approval from OES for reallocation of the Proposition 1B funds to the Project. Upon VCTC's receipt of notice that OES has approved the reallocation of Proposition 1B funds to the Project, VCTC will thereafter transfer the funds to the District within thirty (30) days upon the District's submittal of an invoice to VCTC for work performed as part of the Project.
6. Costs: VCTC shall have no liability for deficits or authority to incur cost overruns for the Project and under no circumstances will VCTC be responsible for funding the Project in excess of the grant funds and the interest earned thereon.

## II. CAL OES REQUIREMENTS

The District shall note the following provisions apply to CTSGP grants, and shall take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: Semi-annual performance reports shall be prepared and submitted to VCTC, no later than April 20<sup>th</sup> and October 20<sup>th</sup>, 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.

Within five (5) months of the Project becoming operable, the District shall provide to VCTC, a report on the final cost of the Project as compared to the approved Project budget, the Project duration as compared to the original Project schedule as of the date of allocation, and performance outcomes derived from the Project compared to those described in the original application for funding.

2. Other Provisions: The District is subject to all policies and regulations of OES with regard to the OES and all applicable laws regarding California public agency procurements, including but not limited to transportation agency specialized rail equipment procurements.

3. Grant Performance Period: Funds allocated under this grant shall be expended by March 31, 2019. Funds remaining unexpended thereafter shall revert to OES.

### III. OTHER PROVISIONS

Indemnification: The District 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 the District or its officers, agents, contractors, or servants as a result of any act or omission by the District in its performance pursuant to this Agreement.

VCTC shall protect, defend, indemnify, and hold harmless the District, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of VCTC or its officers, agents, contractors or servants as a result of any act or omission by VCTC in its performance pursuant to this Agreement.

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

GOLD COAST  
TRANSIT DISTRICT

VENTURA COUNTY TRANSPORTATION  
COMMISSION

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Steven P. Brown  
General Manager

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Darren M. Kettle  
Executive Director

APPROVED AS TO FORM:

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Steven C. DeBaun  
General Counsel

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Steven T. Mattas  
General Counsel