

**FOURTH AMENDMENT TO SUSTAINABILITY FEE  
MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF VENTURA AND CITY OF MOORPARK**

This Fourth Amendment (Fourth Amendment) to the Sustainability Fee Memorandum of Understanding Between County of Ventura (County) and City of Moorpark (City) approved by County on October 28, 2014 (MOU), is entered into by and between County and City (parties) and shall become effective upon the date last signed by the parties below.

**RECITALS**

WHEREAS, pursuant to the MOU, County agreed to provide City with a portion of the Sustainability Fees collected at the Simi Valley Landfill and Recycling Center to help fund: (1) City's acquisition of open space land which is addressed in Section 2 of the MOU (Open Space Land Acquisition); and (2) City's project to construct a soundwall on a portion of Los Angeles Avenue which is addressed in Section 3 of the MOU (Soundwall Project);

WHEREAS, County previously approved First, Second, and Third Amendments to the MOU on August 1, 2017, December 12, 2017, and April 17, 2018, respectively, for the sole purpose of extending deadlines associated with City's Open Space Land Acquisition pursuant to Section 2 of the MOU;

WHEREAS, the parties have now fully performed their obligations under Section 2 of the MOU pertaining to City's Open Space Land Acquisition for which County provided City One Million Five Hundred Thousand Dollars (\$1,500,000); and

WHEREAS, the parties now wish to delete and replace Section 3 of the MOU in its entirety, and make related changes to Sections 4 and 5 of the MOU, to replace the City Soundwall Project with the City Arroyo Drive Improvement Project (as described below) which County has agreed to help fund in the alternative pursuant to amended funding deadlines.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above-stated Recitals are incorporated herein by this reference.
2. Section 3 of the MOU is deleted in its entirety and replaced with the following:

**Section 3.** In addition to the Funds specified in Section 2 of this MOU, County agrees to contribute to City's proposed Arroyo Drive Improvement Project as provided below:

- A. City's Arroyo Drive Improvement Project consists of improvements to Arroyo Drive, between Collins Drive and Moorpark's eastern City limits. The improvements shall consist of pavement rehabilitation, sidewalks, bicycle lanes, and stormdrain improvements within the above project area. City shall complete environmental review and project design by June 30, 2026, and shall complete construction by December 31, 2028.
  - B. Within forty-five (45) days following City's award of a construction contract for the Arroyo Drive Improvement Project, City shall provide County with a full accounting and supporting documentation of the project's environmental and design costs. County shall remit payment to City within forty-five (45) days of County's receipt of said accounting and supporting documentation.
  - C. Within forty-five (45) days following City's filing of a Notice of Completion for the Arroyo Drive Improvement Project, City shall provide County with a full accounting and supporting documentation of the project's construction costs. County shall remit payment to City within forty-five (45) days of County's receipt of said accounting and supporting documentation.
  - D. County's payments described above in Subsections (B) and (C) shall not exceed one-half of the Arroyo Drive Improvement Project's costs up to a maximum amount of Five Hundred Thousand Dollars (\$500,000).
  - E. Arroyo Drive Improvement Project costs toward which County will contribute pursuant to this MOU shall only consist of the following: Amount of awarded construction contract and any City-approved change orders thereto; CEQA compliance; engineering costs (project design, preparation of plans and specifications, contract administration, and project inspection); permit costs charged by other governmental or railroad entities for the project, including but not limited to Caltrans and public utilities; utility relocations; landscaping and irrigation installation; and legal services regarding project procurement.
4. Section 5(E) of the MOU is deleted and replaced in its entirety with the following:
- E. Notices. All notices that are required to be delivered under this MOU in writing shall be personally delivered or sent by overnight mail, registered mail, or certified mail, postage prepaid, as follows:

To City: City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021  
Attention: City Manager

To County: County of Ventura  
800 South Victoria Avenue #1940  
Ventura, CA 93009  
Attention: County Executive Office

4. Section 5(l) of the MOU is deleted and replaced in its entirety with the following:

I. Defense and Indemnity. City agrees to indemnify, hold harmless and defend at its sole expense, with counsel reasonably acceptable to County, any claims, actions, proceedings, demands, judgments, damages, fines and liabilities of whatever nature (Claims and Liabilities) against County and all of County's boards, agencies, departments, officers, employees, agents and volunteers (County Parties) arising from or related to this MOU including but not limited to the acquisition, ownership and maintenance of the open space property and implementation, design and construction of the proposed Arroyo Drive Improvement Project, unless the Claims and Liabilities be caused by the sole negligence or willful misconduct of County Parties. County may, at its sole discretion, participate in the defense of any Claims and Liabilities at County's cost, but such participation shall not relieve City of its obligations under this section.

5. Except as expressly amended by this Fourth Amendment, the MOU shall continue in full force and effect in accordance with its terms.

COUNTY OF VENTURA:

Kelly King  
CHAIR, BOARD OF SUPERVISORS

Date: 9/10/24

CITY OF MOORPARK

Chris R. Enegren  
CHRIS R. ENEGREN, MAYOR

Date: 8/8/24

ATTEST: DR. SEVET JOHNSON  
Clerk of the Board of Supervisors  
County of Ventura, State of California  
By: Lone Key  
Deputy Clerk of the Board

