

**COOPERATIVE AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CITY OF MOORPARK
FOR
COMMUTER RAIL STATION**

THIS AGREEMENT is made and entered into this 11th day of January, 2019, by and between the Ventura County Transportation Commission, 950 County Square Drive #207, Ventura, CA 93003, a public entity (hereinafter referred to as "COMMISSION"), and the City of Moorpark, 799 Moorpark Avenue, Moorpark, CA 93021, (hereinafter referred to as "CITY"). Herein, COMMISSION and the CITY are sometimes referred to as "PARTY" and collectively as "PARTIES".

WITNESSETH:

WHEREAS, COMMISSION, through the Southern California Regional Rail Authority (SCRRA), provides commuter rail service between Ventura and Los Angeles; and

WHEREAS, CITY and COMMISSION jointly desire to ensure that Moorpark residents and businesses have access to commuter rail service in the City of Moorpark at a convenient Commuter Rail Station in the CITY; and

WHEREAS, COMMISSION is a member entity of SCRRA; and

WHEREAS, the commuter rail station (STATION) located at 300 E. High Street in the City of Moorpark including North Platform, Center Platform, North Parking Lot and South Parking Lot is owned by the COMMISSION; and

WHEREAS, CITY, as Host City, provides maintenance services at the STATION as further detailed in this Agreement; and

WHEREAS, CITY shall lease STATION from COMMISSION for an annual fee of One Dollar (\$1.00); and

WHEREAS, this Agreement defines the roles and responsibilities of the COMMISSION and CITY and sets forth the provisions for the operation and maintenance of the STATION.

NOW, THEREFORE, it is mutually understood and agreed by COMMISSION and CITY as follows:

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ARTICLE 1. COMPLETE AGREEMENT

- A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this Agreement between COMMISSION and CITY and it supersedes all prior representations, understandings, and communications relating to the subject matter for this Agreement. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.
- B. COMMISSION's failure to insist on any instance(s) of CITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of COMMISSION's right to such performance or to future performance of such term(s) or condition(s), and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon COMMISSION except when specifically confirmed in writing by an authorized representative of COMMISSION by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.
- C. CITY's failure to insist on any instance(s) of COMMISSION's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s), and COMMISSION's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the terms, conditions, funding roles and responsibilities of the Parties as they pertain to the subjects and projects addressed herein. Both COMMISSION and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate proposals thereof.

ARTICLE 3. DEFINITIONS

DEFINITIONS: As used in this Agreement, the following terms, phrases, words and their derivations shall have meaning set forth herein. Words used in the present tense shall include future tense. Words used in the singular shall include the plural, and the plural words include the singular. Words not specifically defined shall be given their common and ordinary meaning.

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- A. “Commuter Rail Station” (STATION) is defined as to the commuter rail passenger terminal located at 300 High Street, Moorpark, California 93021, including Non-Operating Property, Standard Platform, and Platform Fixtures, associated therewith, but not including other property nor the ticket vending machines and communication shelter located thereupon.
- B. “Host City” is defined as the city in which a STATION is located.
- C. “Non-Operating Property” is defined as property and facilities (excluding Operating Property), which includes support facilities for the STATION adjacent to the Operating Property such as North and South Parking Lots, Platform Fixtures, landscaping and the North and South Platforms.
- D. “Operating Property” is defined as the “Ventura Subdivision”, real property owned by COMMISSION that is used for railroad operations including but not limited to rails, ties, ballasts, platform tactile strips, painted guidelines, communication shelter, and ticket vending machine.
- E. “Platform Fixtures” are defined as the fixtures attached to the Standard Platform, including, but not limited to, light poles, benches, bench shelters, trash cans, and signs.
- F. “Standard Platform” is defined as the North Platform (currently served by SCRRA and Amtrak) and the Center Platform (currently served by SCRRA).
- G. “Ticket Vending Machine” and “Communication Shelter” are defined as the ticket vending machines and the communication shelter owned and operated by SCRRA located in the STATION.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

CITY agrees to the following responsibilities for the STATION:

- A. Maintenance and Repair: CITY agrees at no cost to COMMISSION, to perform services as detailed in Exhibit A for the Non-Operating Property portion of the STATION, for the benefit of the public and the person using the STATION for so long as the COMMISSION shall serve commuter rail passengers at the STATION identified herein and pursuant to this Agreement. CITY shall comply with all applicable safety procedures as detailed in Exhibit A, Section 3.P. when performing work at the STATION.

ARTICLE 5. RESPONSIBILITIES OF COMMISSION

COMMISSION agrees to the following responsibilities of the STATION:

- A. Platform Lease: In addition to responsibilities detailed in Exhibit A, COMMISSION shall lease the STATION to CITY for One Dollar (\$1.00) per year for the purpose of maintenance and use of the STATION. CITY shall have the right to sublease or grant privileges or concessions within the Non-Operating Property, and shall be entitled to retain all revenues

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derived therefrom. This Agreement constitutes the lease agreement between COMMISSION and CITY.

- B. Ticket Vending Machine and Communication Shelter Maintenance: Maintenance of Ticket Vending Machines, Communication Shelter, and related equipment which is or will be provided by SCRRA shall be maintained by SCRRA.

ARTICLE 6. DELEGATED COMMISSION

The actions required to be taken by CITY in the implementation of this Agreement are delegated to its City Manager, or the City Manager's designee, and the actions required to be taken by COMMISSION in the implementation of this Agreement are delegated to its Executive Director, or the Executive Director's designee.

ARTICLE 7. HAZARDOUS MATERIALS INDEMNITY

- A. COMMISSION has performed due diligence investigation of the South Parking Lot and during the course of such investigation found no hazardous substances in violation of any law. For the purpose of this Article 7.A., the term Hazardous Substances shall mean the substances which are defined as hazardous or toxic under the provisions of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) and the provisions of California Health and Safety Code Section 25100 et seq., as amended.
- B. For the purpose of this Article 7.B., Hazardous Materials means any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq.; the Substances Control Act, 15 U.S.C., Section 2601, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100, et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280, et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1, et seq.; California Health and Safety Code Section 25501, et seq.; (Hazardous Materials Response Plans and Inventory); or the Porter-Cologne Water Quality Control Act, Water Code Section 13000, et seq. all as amended, (2) any other federal or state law or any local law regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic

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or dangerous waste, substance or material, as now is, or at any time hereafter may be, in effect, and (3) any rule or regulation adopted or promulgated under or pursuant to any of said laws.

If CITY receives any notice, whether oral or written, of any inquiry, test, investigation, enforcement proceeding or environmental audit regarding any Hazardous Material on the STATION, CITY shall promptly serve COMMISSION with a copy of such notice.

In no case shall CITY knowingly or intentionally cause or allow the deposit or disposal of any such Hazardous Materials on the STATION. However, household products necessary for routine cleaning and maintenance of the STATION may be kept on the STATION premises in quantities reasonable for current needs and in the original containers with original household product description label(s).

The provisions of this Article 7.B. shall survive the termination of the Agreement and shall relate back to all periods of CITY's possession of the STATION. Consistent with Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, the provisions of this Article 7.B. are intended to operate as an agreement pursuant to such laws for the CITY to insure, protect, hold harmless, and indemnify COMMISSION, including its officers, directors, employees, and agents, from any liability resulting from CITY's breach of any provisions of this Article 7.B. and any liability imposed by the above cited laws, except that which results from the negligence or willful misconduct of COMMISSION, or any of its officials, its employees or agents.

ARTICLE 8. INDEMNIFICATION AND INSURANCE

- A. CITY shall indemnify, defend and hold harmless COMMISSION, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, workers' compensation subrogation claims, damage to or loss of use of property alleged to be caused by the negligent acts, omissions or willful misconduct by CITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.
- B. COMMISSION shall indemnify, defend and hold harmless CITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, workers' compensation subrogation claims, damage to or loss of use of property alleged to be caused by the negligent acts, omissions or willful misconduct by COMMISSION, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

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- C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.
- D. CITY Insurance: CITY agrees to obtain liability insurance or self-insurance covering liability of all bodily injury and property damage losses, including any and all maintenance related losses at all portions of the STATION under CITY control, and covering CITY'S indemnification and defense obligations imposed by this Agreement, and maintain this insurance in full force and effect. CITY shall provide the following insurance coverage:
1. Commercial General Liability, to include Bodily Injury or Property Damage or Personal Injury Liability with a minimum limit of \$5,000,000 per occurrence and \$10,000,000 general aggregate;
 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 each accident;
 3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of COMMISSION, its officers, directors, employees and agents;
 4. Employers' Liability with minimum limits of \$1,000,000; and
 5. Proof of insurance coverage must be received by COMMISSION within ten (10) calendar days from effective date of this Agreement with the COMMISSION.
 6. CITY shall provide COMMISSION with an Evidence of Coverage and have COMMISSION named as an Additional Insured on CITY's General Liability policy for liability arising out of work or operations performed by or on behalf of the CITY.
- E. CITY agrees to provide notice to COMMISSION of any claim or loss against CITY arising out of the work performed under this Agreement within one (1) business day of such occurrence. The COMMISSION assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the COMMISSION.
COMMISSION agrees to provide notice to CITY of any claim or loss against COMMISSION arising out of the work performed under this Agreement within one (1) business day of such occurrence. The CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the CITY.
- F. COMMISSION Insurance: COMMISSION agrees to obtain liability insurance or self-insurance covering liability of all bodily injury and property damage losses, including any and all maintenance related losses at all portions of the STATION under COMMISSION control, and covering COMMISSION's indemnification and defense obligations imposed by this Agreement, and maintain this insurance in full force and effect. COMMISSION shall provide the following insurance coverage:

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1. Commercial General Liability, to include Products/Completed and Personal Injury Liability with a minimum limit of \$5,000,000 per occurrence and \$10,000,000 general aggregate;
 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 each accident;
 3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of CITY, its officers, directors, employees and agents;
 4. Employers' Liability with minimum limits of \$1,000,000; and
 5. Proof of insurance coverage must be received by CITY within ten (10) calendar days from effective date of this Agreement with the CITY.
 6. COMMISSION shall provide CITY with an Evidence of Coverage and have CITY named as an Additional Insured on the COMMISSION's General Liability policy for liability arising out of work or operations performed by or on behalf of the COMMISSION.
- G. Primary Coverage: For any claims related to CITY'S areas of responsibility as detailed in this Agreement, the CITY's insurance coverage shall be primary. Any insurance or self-insurance maintained by the COMMISSION, its officers, officials, employees, or volunteers shall be excess of the CITY's insurance and shall not contribute with it. For any claims related to COMMISSION's areas of responsibility as detailed in this Agreement, the COMMISSION's insurance coverage shall be primary. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the COMMISSION's insurance and shall not contribute with it.
- H. Waiver of Subrogation - CITY: CITY hereby grants to COMMISSION a waiver of any right to subrogation which any insurer of said CITY may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CITY agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- I. Waiver of Subrogation - COMMISSION: COMMISSION hereby grants to CITY a waiver of any right to subrogation which any insurer of said COMMISSION may acquire against the CITY by virtue of the payment of any loss under such insurance. COMMISSION agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.

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ARTICLE 9. ADDITIONAL PROVISIONS

The COMMISSION and CITY agree to the following mutual responsibilities for the STATION:

- A. Term of Agreement: The Agreement shall commence upon execution by both PARTIES and continue in full force and effect through December 31, 2034 unless terminated by either PARTY. At the conclusion of the Term, the Agreement shall be automatically renewed on an annual basis subject to termination as provided herein.
- B. Termination: This Agreement may be terminated by either PARTY after giving ninety (90) days written notice to the other PARTY.
- C. Amendments: This Agreement may be amended in writing at any time by the mutual consent of both PARTIES. No amendment shall have any force or effect unless executed in writing by both PARTIES.
- D. Legal Authority: COMMISSION and CITY hereto consent that they are authorized to execute this Agreement on behalf of said PARTIES and that, by so executing this Agreement, the PARTIES hereto are formally bound to the provisions of this Agreement.
- E. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of the competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- F. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Electronic signatures will be permitted.
- G. Force Majeure: Either PARTY shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of materials, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.
- H. Assignment: Except as otherwise provided for in Article 5, neither this Agreement, or any of the PARTIES' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed

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consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

- I. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, in amounts or for purposes other than as authorized by local, state or federal law.
- J. Governing Law: The law of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
- K. Headings: The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provision thereof.
- L. Successors and Assigns: The provision of this Agreement shall bind and inure to the benefit of each of the PARTIES hereto and all successors or assigns of the PARTIES hereto.
- M. Compliance: COMMISSION and CITY shall comply with all applicable federal, state, and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.
- N. Notices: All notices hereunder and communications regarding this Agreement, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To CITY:

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

ATTENTION:

Troy Brown, City Manager
Telephone: 805-517-6212
Email: tbrown@moorparkca.gov

To COMMISSION:

Ventura County Transportation
Commission
950 County Square Drive #207
Ventura, CA 93003

ATTENTION:

Darren Kettle, Executive Director
Telephone: 805-642-1591
Email: dkettle@goventura.org

- O. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, each party shall be responsible for its own costs and expenses, including attorneys' fees.

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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

CITY OF MOORPARK

VENTURA COUNTY TRANSPORTATION
COMMISSION

Janice S. Parvin, Mayor

Linda Parks, Chair

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Troy Brown, City Manager

Darren M. Kettle, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kevin Ennis, City Attorney
Attest:

Steven T. Mattas, General Counsel
Attest:

Maureen Benson, City Clerk

Donna Cole, Commission Clerk

Exhibit A
SCOPE OF SERVICES

Section 1: South Parking Lot. The area as detailed in Exhibit B consisting of parcels 512-0-090-150 and 512-0-090-180, owned by the Ventura County Transportation Commission (COMMISSION). It is noted that the South Parking Lot encroaches approximately ten (10) feet into parcel 512-0-090-130 and 512-0-090-160, owned by Union Pacific, along the northern section of the South Parking Lot. The South Parking Lot includes approximately 42,137 square feet of landscaped area with a pedestrian walkway and lighting at the west end of the parking lot. CITY reserves the right to install additional landscaping/recreational improvements such as picnic tables, pavilions, water features, or other amenities as CITY determines would improve the area. CITY also reserves the right to convert all or a portion of the landscaped area into additional paved parking should CITY determine that there is the need.

- A. Use of the South Parking Lot by CITY shall be limited to the operation and maintenance of a parking lot for commuters of the Metrolink Train Station and other transit related activities, including but not limited to ridesharing, local shuttles, and express bus services; provided, however, that with the approval of COMMISSION, which approval shall not be unreasonably withheld, CITY may use the South Parking Lot for non-transit related activities at such times and in such manner that does not interfere with the use of the South Parking Lot as reasonably needed for transit related activities. CITY shall no longer operate the South Parking Lot officially as a "Park and Ride Lot".
- B. At CITY's expense, CITY shall maintain the South Parking Lot, including any improvements thereon. Said maintenance shall include, but not be limited to, lighting, CITY-owned security camera systems, striping, signage, landscaping, litter removal, concrete and asphalt repairs, graffiti removal, and sweeping. In addition, CITY may make drainage improvements to the South Parking Lot to facilitate the flow of water. Said maintenance may be done by CITY's employees or by private contractor.
- C. Subject to prior written approval by COMMISSION, which approval shall not be unreasonably withheld, CITY shall have the right to sublease portions of the South Parking Lot for concession-type businesses, including but not limited to advertising displays, vending machines, pay telephones, food/coffee carts and stands, provided that such additional property usage does not interfere with the operation of train services, and provided further that no such sublease shall exceed the Term of this Agreement or any extension thereof and shall be subject to termination as provided in Article 9.B of this Agreement.
- D. Subject to prior written approval by COMMISSION, which approval shall not be unreasonably withheld, CITY shall have the right to establish a reasonable charge for parking of motor vehicles on the

South Parking Lot, so long as said parking charge is reasonable and does not discourage passengers from parking and using the train services.

- E. All revenues received by CITY from sublease rents from business-type concessions described in Exhibit A, Section 1.C and Section 1.D, shall be retained by CITY to be expended for the direct costs of operation, maintenance, security and enhancement of the STATION and for overhead at the rate of twenty-five percent (25%) of the direct costs (collectively “designated expenses”).
- F. COMMISSION hereby reserves the right to grant licenses and easements for subsurface uses of the South Parking Lot, including but not limited to, utilities and cable lines, provided that such uses do not materially interfere with the uses of the South Parking Lot granted to CITY pursuant to this Agreement. COMMISSION shall provide not less than twenty (20) days written notification to CITY prior to COMMISSION granting any such license or easement. COMMISSION shall promptly repair or cause repair of the South Parking Lot, or any other use established by CITY pursuant to this Agreement, to its former condition if the same is damaged as a result of the exercise of any such license or easement.
- G. CITY shall not permit any person to use the South Parking Lot in a manner which constitutes a nuisance, or which violates any public law, ordinance, or regulation, or which interferes with the operation of the STATION.
- H. CITY shall comply with all applicable federal, state, and local laws, regulations, rules and orders in its use of the South Parking Lot.

Section 2: North Parking Lot. The area as detailed in Exhibit B consisting of parcels 512-0-090-120 and 512-0-090-140, owned by COMMISSION. It is noted that CITY is expanding the North Parking Lot approximately an additional 153 feet westward on CITY-owned property (APN 512-0-090-115).

- A. Use of the North Parking Lot by CITY shall be limited to the operation and maintenance of a parking lot for commuters of the Metrolink Train Station and other transit related activities, including but not limited to ridesharing, local shuttles, and express bus services; provided, however, that with the approval of COMMISSION, which approval shall not be unreasonably withheld, CITY may use the North Parking Lot for non-transit related activities at such times and in such manner that does not interfere with the use of the North Parking Lot as reasonably needed for transit related activities.
- B. At CITY’s expense, CITY shall maintain the North Parking Lot, including any improvements thereon. Said maintenance shall include, but not be limited to, lighting, CITY-owned security camera systems, striping, signage, landscaping, litter removal, concrete and asphalt repairs, graffiti removal, and sweeping. In addition, CITY may make

drainage improvements to the North Parking Lot to facilitate the flow of water. Said maintenance may be done by CITY's employees or by private contractor.

- C. Subject to prior written approval by COMMISSION, which approval shall not be unreasonably withheld, CITY shall have the right to sublease portions of the North Parking Lot for concession-type businesses, including but not limited to advertising displays, vending machines, pay telephones, food/coffee carts and stands, provided that such additional property usage does not interfere with the operation of train services, and provided further that no such sublease shall exceed the Term of this Agreement or any extension thereof and shall be subject to termination as provided in Article 9.B of this Agreement.
- D. Subject to prior written approval by COMMISSION, which approval shall not be unreasonably withheld, CITY shall have the right to establish a reasonable charge for parking of motor vehicles on the North Parking Lot, so long as said parking charge is reasonable and does not discourage passengers from parking and using the train services.
- E. All revenues received by CITY from sublease rents from business-type concessions described in Exhibit A, Section 2.C and Section 2.D, shall be retained by CITY to be expended for the direct costs of operation, maintenance, security and enhancement of the STATION and for overhead at the rate of twenty-five percent (25%) of the direct costs (collectively "designated expenses").
- F. COMMISSION hereby reserves the right to grant licenses and easements for subsurface uses of the North Parking Lot (parcels 512-0-090-120 and 512-0-090-140), including but not limited to, utilities and cable lines, provided that such uses do not materially interfere with the uses of the North Parking Lot granted to CITY pursuant to this Agreement. COMMISSION shall provide not less than twenty (20) days written notification to CITY prior to COMMISSION granting any such license or easement. COMMISSION shall promptly repair or cause repair of the North Parking Lot, or any other use established by CITY pursuant to this Agreement, to its former condition if the same is damaged as a result of the exercise of any such license or easement.
- G. CITY shall not permit any person to use the North Parking Lot in a manner which constitutes a nuisance, or which violates any public law, ordinance, or regulation, or which interferes with the operation of the STATION.
- H. CITY shall comply with all applicable federal, state, and local laws, regulations, rules and orders in its use of the North Parking Lot.

Section 3: General Services (CITY). Services shall be provided by CITY in the following areas: The Moorpark Metrolink North Platform, Moorpark Metrolink Center Platform, North Parking Lot and South Parking Lot. CITY shall be responsible for providing at a minimum the following services at the STATION:

- A. Weekly litter pickup and emptying of trash cans.
- B. Replacement of light bulbs as needed. City shall not be required to replace entire light poles and/or light pole foundations, with the exception of light poles and light pole foundations installed in the North Parking Lot as part of CITY's expansion project.
- C. Maintenance of CITY's security camera system located in the North and South Parking Lots.
- D. Trimming/pruning as needed of all shrubs, groundcover and trees.
- E. Irrigation systems shall be tested and repaired as needed and adjusted according to the needs of various plant species. Irrigation shall be performed as required to maintain proper plant growth in all areas.
- F. Graffiti removal (within one (1) working day from when the CITY is notified of the graffiti and the location).
- G. STATION light operation as needed depending on visible daylight.
- H. Furnishing irrigation of landscaped areas.
- I. Monthly power-washing of the North and South Platforms.
- J. Furnishing electrical utility service for the platforms and parking lots.
- K. Maintaining parking lot signage as detailed in Exhibit A, Section 1.B and Section 2.B. Maintenance of signage on the North Platform and Center Platform shall consist of removing graffiti and replacement of existing signs or installation of new signs as necessary, dependent upon determination of whether signage is specifically provided by CITY, Metrolink, Amtrak, Union Pacific, or COMMISSION. Signage installed by City staff will be on existing poles/shelters and shall not require new pole installation on the platforms.
- L. Rehabilitation of minor non-structural platform deficiencies as requested by COMMISSION. Minor non-structural deficiencies shall be defined as repair work intended to correct potential "trip and fall" hazards. Examples include correcting superficial cracks of one-half (1/2) inch or less; or grinding pavement to reduce level changes below one-quarter (1/4) inch. City shall not be responsible for repair or replacement of crushed pavement, which can be a sign of structural failure, or any other structural repair. Minor deficiencies shall not be defined as repairs necessary for the structural integrity of the North or South Platforms or for ADA compliance. CITY shall not perform minor work within the safety zone marked by yellow lines on the North and South Platforms.
- M. Maintenance of the passenger shelters currently installed on the North and Center Platforms. Maintenance shall include graffiti removal and painting of shelters. Paint color and type shall be mutually agreed upon by COMMISSION and CITY.
- N. Notifying COMMISSION of any proposed film permits to be issued by CITY within COMMISSIONS' right-of-way (including COMMISSION-owned property). CITY shall require that film permit applicants include

COMMISSION-approved insurance requirements as detailed in Exhibit C.

- O. Notifying COMMISSION and SCRRA of any proposed changes to the landscaped area, including the planting of additional trees, shrubs and/or groundcover or the replacement/removal of trees, shrubs and/or groundcover.
- P. Notifying SCRRA when performing maintenance services within SCRRA's right-of-way to ensure proper safety procedures are followed, including the necessity of flagging services. CITY maintenance staff shall be trained in "Third Party Construction and Utility Worker Safety" provided by SCRRA each year. Right-of-entry from SCRRA shall be required for any tree-trimming, earthwork, irrigation work, or other project that includes equipment within SCRRA's right-of-way of twenty-five (25) feet from centerline of track on either rail line. Indemnification and Assumption of Liability Form 5 is generally suitable for basic maintenance services as described in this paragraph. Larger scale projects generally require a Temporary Right of Entry Form 6. CITY shall confirm with SCRRA the correct form to use prior to the start of a new project. CITY Contractor's shall be required to complete the appropriate form when performing work for the CITY. Although SCRRA has the final determination of when flagging services are required, in general, flagging services are required when work encroaches within the yellow zone of the North and Center Platforms or if the work includes equipment that could potentially fall within the railroad track ("foul the track"). Flagging services may also be required if work involves loud equipment that could prevent personnel from hearing oncoming trains or other rail-based equipment.

Section 4: General Services (COMMISSION). Services shall be provided by COMMISSION in the following areas: The Moorpark Metrolink North Platform, Moorpark Metrolink Center Platform, North Parking Lot and South Parking Lot. COMMISSION shall be responsible for the following services at the STATION:

- A. Obtaining from SCRRA at no cost to the CITY right-of-entry and free safety flagging services for the CITY to the STATION for routine maintenance including but not limited to, trash removal, graffiti removal, lighting maintenance, power-washing of the platform, tree trimming, security camera maintenance, and general landscape services (maintenance and irrigation line work). CITY shall contact the SCRRA Station Facilities Manager at 909-592-7920 to request flagging services.
- B. Coordinating work orders with SCRRA and Amtrak (Rail Service Providers) for safety striping and other safety markings/equipment on the North and Center Platforms.

- C. Ensuring prompt maintenance and repair work to all SCRRA ticket vending machines, ticket validators, public announcement systems, electronic display signs and public information kiosks.
- D. Coordinating work with SCRRA and/or Amtrak for any STATION improvements such as the addition of passenger shelters, ADA access ramps, all platform repairs, and other general platform improvements. CITY shall not bear the costs associated with the improvements unless the improvements were specifically requested by CITY and CITY's requests were not related to federal, state, or local requirements. Requests to the CITY for repairs that fall within the category of Exhibit A, Section 3.L can be made by COMMISSION.
- E. Ensuring that SCRRA maintains the communications building (currently located in the northeast corner of the South Parking Lot) and grant CITY access to the communications building for access to the CITY's security camera control system. CITY shall not duplicate the communications building access keys and shall keep them under CITY staff possession at all times.

Exhibit B
Metrolink Station

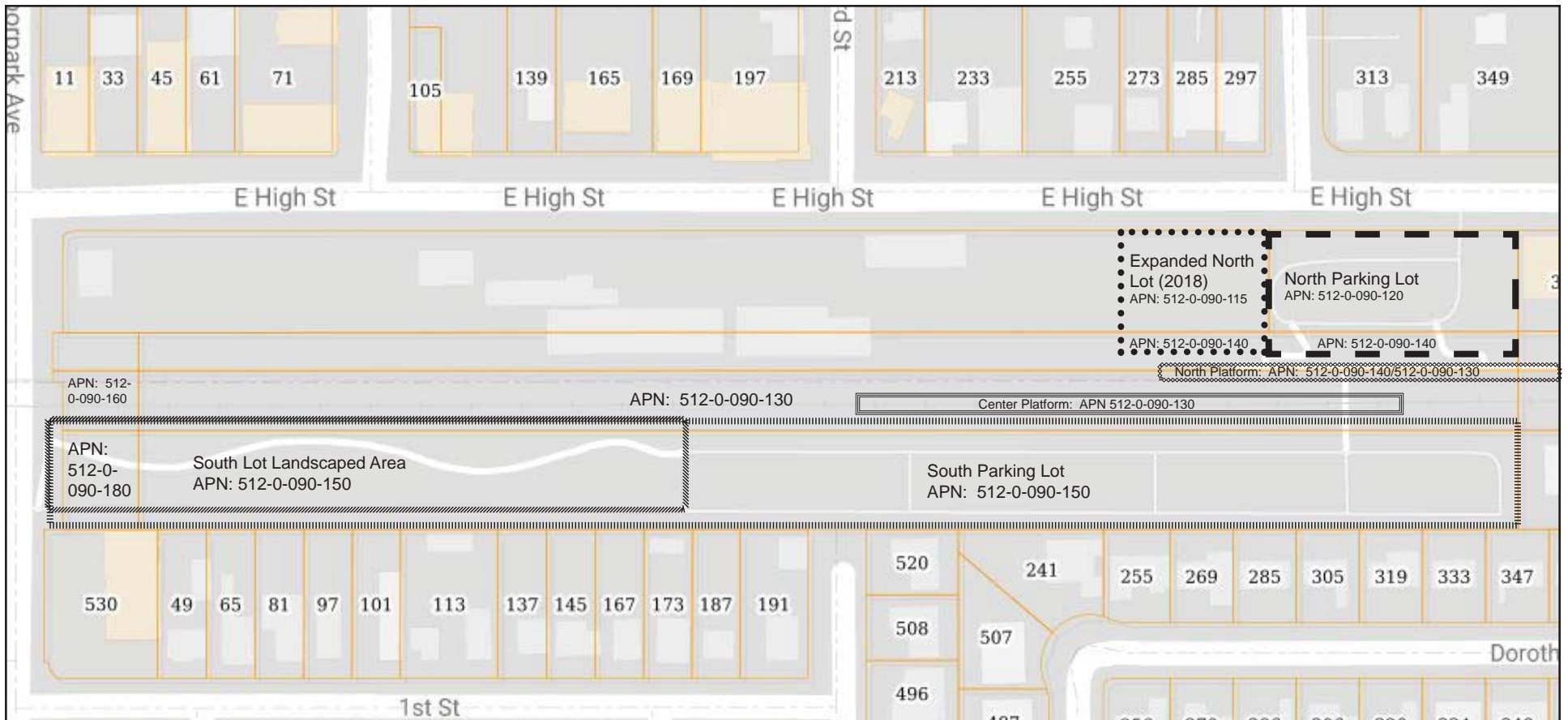


Exhibit C
FILM PERMIT INSURANCE REQUIREMENTS

CITY shall require that film permit applicants include COMMISSION-approved insurance requirements as detailed below.

1. Commercial General Liability, to include Products/Completed Operations, bodily injury, property damage and Personal/Advertising Injury Liability with a minimum limit of \$5,000,000 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;
2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 each accident;
3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of COMMISSION, its officers, directors, employees and agents;
4. Employers' Liability with minimum limits of \$1,000,000; and
5. Aviation Liability Insurance (applicable if drones are to be used) on an occurrence basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to a Commercial General Liability policy.
6. A waiver of subrogation on the Workers' Compensation.

Commission shall be named as Additional Insured. Proof of insurance coverage must be received by COMMISSION prior to City's issuance of the film permit