

AMENDMENT No. 5 TO THE MEMORANDUM OF UNDERSTANDING

This Amendment No. 5 (this "AMENDMENT") to the Memorandum of Understanding dated December 4, 2020 (the "AGREEMENT") is executed and entered into this _____ day of _____, 2025, by the Ventura County Transportation Commission (VCTC) and the Southern California Regional Rail Authority (SCRRA), which may be referred to individually as "PARTY" or collectively as "PARTIES".

RECITALS

WHEREAS, on December 4, 2020, VCTC and SCRRA entered into the AGREEMENT for the SCRRA Simi Valley Double Track and Station Improvement Project (the "PROJECT").

WHEREAS, on October 27, 2023, the PARTIES entered into that FIRST AMENDMENT to the AGREEMENT to amend the length of the TERM; and

WHEREAS, on April 10, 2024, the PARTIES entered into that SECOND AMENDMENT to the AGREEMENT to increase the amount of reimbursement to VCTC for performance of the SERVICES by \$579,000 from \$125,000 to \$704,000; and

WHEREAS, on September 13, 2024, the PARTIES entered into that THIRD AMENDMENT to the AGREEMENT to increase the amount of reimbursement to VCTC for performance of the SERVICES by \$125,000 from \$704,000 to \$829,000; and

WHEREAS, on April 4, 2025, the PARTIES entered into that FOURTH AMENDMENT to the AGREEMENT to increase the amount of reimbursement to VCTC for performance of the SERVICES by \$300,000 from \$829,000 to \$1,129,000; and

WHEREAS, now the PARTIES wish to enter into this FIFTH AMENDMENT to further increase the amount of reimbursement to VCTC for performance of the SERVICES by \$100,000 to provide for settlement activities pertaining to Delaware HVG property acquisition legal proceedings and negotiations with Union Pacific Railroad (UPRR) regarding fiber optic cable relocation efforts, which increases the not-to-exceed amount under the AGREEMENT to \$1,229,000.

WHEREAS, all Recitals of the AGREEMENT remain valid under this AMENDMENT.

AGREEMENT

In consideration of the promises and mutual covenants herein contained, VCTC and SCRRA hereby agree as follows:

1. All Recitals of the AGREEMENT remain valid under this AMENDMENT, and additional Recitals contained within this AMENDMENT are hereby incorporated into the AGREEMENT.

2. Section I.F of the AGREEMENT is hereby amended by deleting it in its entirety and replacing it with the following: "SCRRA will reimburse VCTC a total not-to-exceed amount of one

million, two hundred and twenty-nine thousand dollars (\$1,229,000) for all work performed for the SERVICES;

3. ATTACHMENT A of the AGREEMENT is hereby amended by deleting it in its entirety and replacing it with ATTACHMENT A (Amendment No. 5);

4. Except as expressly amended hereby, the AGREEMENT remains in full force and effect as originally executed. All rights and obligations of the PARTIES under the AGREEMENT that are not expressly amended by this AMENDMENT shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to the AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY**

By: _____

Darren M. Kettle
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____

Don O. Del Rio
General Counsel

Date: _____

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

By: _____

Martin Erickson
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Lindsay D'Andrea
General Counsel

Date: _____

ATTACHMENT A (Amendment No. 5)

SCOPE OF SERVICES

(Cost Estimate to be provided by VCTC)

VCTC will provide all necessary support services for the PROJECT as noted below:

1. Assist SCRRA with utility encasements of water, storm drain, and sewer.
2. Assist SCRRA with utility relocations.
3. Assist SCRRA with public notices and public outreach.
4. Assist SCRRA with Right-of-Way acquisition and temporary and permanent easements at grade crossings, which would entail activities such as reviewing and approving the Just Compensation Memo and the Sale Agreement and seeking VCTC Legal Counsel services and obtaining VCTC Board approvals that are necessary for VCTC to provide such assistance to SCRRA as described here, if required.
5. Assist SCRRA with entering into agreements for any services with the consultants and/or contractors.
6. Submit to SCRRA quarterly progress reports, including up-to-date cost expenditures.

Item	Total Cost
Public Outreach Support	\$25,000.00
Utility Encasement and Relocation Support	\$40,000.00
Right-of-Way/Easement Acquisition Support	\$619,000.00
Legal Support	\$345,000.00
Legal Support – Condemnation (Amendment No. 4)	\$200,000.00
Total Estimated Cost	\$1,229,000.00