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VENTURA
SUPERIOR COURT
FILED
APR - 1 2016
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**(EXEMPT FROM FILING
FEES [Gov. Code, § 6103].)**

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF VENTURA

56-2016-00479937-CU-WM-VTA

18 COUNTY OF VENTURA and CITY OF)
19 FILLMORE,)
20 Petitioners/Plaintiffs,)
21 vs.)
22 CITY OF MOORPARK and BROAD)
23 BEACH GEOLOGIC HAZARD)
24 ABATEMENT DISTRICT,)
25 Respondents/Defendants.)
26 _____)

Case No.:
PETITION FOR WRIT OF MANDATE
AND COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF
(Code Civ. Proc., §§ 526, 1060, 1085;
Pub. Resources Code, §§ 21000 et seq.)

27 Petitioners and plaintiffs County of Ventura ("County") and City of Fillmore
28 ("Fillmore") respectfully petition this court and allege as follows:

INTRODUCTION

1. County and Fillmore seek to invalidate and enjoin the implementation of the “Agreement Between the Broad Beach Geologic Hazard Abatement District and the City of Moorpark Regarding Truck Haul Routes and Monitoring in Connection with the Broad Beach Shoreline Protection and Sand Replenishment Project” dated October 7, 2015 (“Traffic Regulation Agreement”), a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by this reference, entered into by and between respondents and defendants City of Moorpark (“Moorpark”) and Broad Beach Geologic Hazard Abatement District (“District”).

2. The Traffic Regulation Agreement concerns the District’s Broad Beach Restoration Project (“Beach Restoration Project” or “Project”). The Beach Restoration Project would involve the transport of sand, primarily from two quarries located in the Grimes Canyon area in unincorporated Ventura County to the north of Moorpark, to the Beach Restoration Project site located in the City of Malibu. The Beach Restoration Project is anticipated to generate approximately 400,000 one-way truck trips to and from the Grimes Canyon quarries to the Project site over a 20-year period.

3. The Traffic Regulation Agreement expressly prohibits all Beach Restoration Project-related trucks – trucks that would be owned and operated by private persons and entities that are not parties to the Traffic Regulation Agreement – from driving on State Route 23 and all other public roads through and in the vicinity of Moorpark. This precludes all Beach Restoration Project-related truck traffic from utilizing the most direct lawful haul route between the Grimes Canyon quarries and the Beach Restoration Project site. The Traffic Regulation Agreement instead expressly requires all Beach Restoration Project-related truck traffic to travel on a circuitous northern route on State Routes 23 and 126 through Fillmore and the unincorporated County (as well as the cities of San Buenaventura and Oxnard).

4. Neither Moorpark nor District consulted with County or Fillmore regarding the Traffic Regulation Agreement or informed County or Fillmore of its existence until

1 after it was executed.

2 5. Although styled as a contract, the Traffic Regulation Agreement, in
3 substance, constitutes an unlawful joint attempt by Moorpark and District to enact a
4 regional traffic regulatory program that is preempted by state law occupying the field of
5 traffic regulation on public roads. The Traffic Regulation Agreement also constitutes an
6 unlawful attempt by Moorpark to exert its constitutional police powers outside of its
7 geographic boundaries, and by District to regulate public roads and land uses beyond the
8 limited scope of its statutory authority as a geologic hazard abatement district. The
9 Traffic Regulation Agreement implies that the consideration provided by Moorpark
10 consisted of Moorpark's waiver of a public nuisance claim against District arising from
11 Beach Restoration Project-related trucks' use of state highways and other public roads.
12 The use of public roads by Beach Restoration Project-related trucks, however, is
13 authorized by state law and therefore cannot constitute a public nuisance as a matter of
14 law pursuant to Civil Code section 3482.

15 6. Moorpark and District also violated the California Environmental
16 Quality Act, Public Resources Code section 21000 et seq. ("CEQA"), by approving and
17 agreeing to carry out the Traffic Regulation Agreement, a project that is separate and
18 distinct from the Beach Restoration Project, without complying with CEQA. By
19 circuitously re-routing all Project-related traffic north through Fillmore and the
20 unincorporated County (and other cities), the Traffic Regulation Agreement would, on
21 information and belief, add an average of 14 miles to each truck trip, resulting in
22 approximately 5,270,000 additional vehicle miles traveled over the 20-year Beach
23 Restoration Project. Use of this circuitous route would, on information and belief, cause
24 the emission of approximately 100,000 additional pounds of criteria pollutants, and
25 thousands of additional pounds of greenhouse gasses, compared to use of the direct
26 lawful haul route through Moorpark that is expressly prohibited by the Traffic Regulation
27 Agreement. The Traffic Regulation Agreement would also result in unanalyzed traffic-
28 related impacts such as noise, dust, safety issues and congestion to occur in County and

1 Fillmore (and other cities). The Traffic Regulation Agreement could also cause damage
2 and additional wear and tear to public roads that are owned and maintained by County
3 and Fillmore.

4 7. Moorpark and District have not complied with the demand made by County
5 and Fillmore by letter dated March 11, 2016, that Moorpark and District, through official
6 action taken by their respective City Council and governing Board of Directors, cancel,
7 rescind and refrain from implementing the Traffic Regulation Agreement in its entirety.

8 8. In sum, Moorpark and District lacked the legal authority to enter into, and
9 likewise lack the legal authority to implement, the Traffic Regulation Agreement. The
10 state has preempted the field of traffic regulation on public roads, in part, to prevent the
11 irrational, non-transparent and environmentally harmful balkanization of regional traffic
12 regulation of the sort exemplified by the Traffic Regulation Agreement. The court should
13 declare the Traffic Regulation Agreement void and unenforceable, and should enjoin its
14 implementation in its entirety.

15 **PARTIES**

16 9. Petitioner and plaintiff County is, and at all relevant times was, a general
17 law county organized and existing under the laws of the State of California. County is
18 charged with the responsibility for exercising its police powers and carrying out its
19 governmental functions in a manner that protects the public health, safety, welfare and
20 environment of its citizens.

21 10. Petitioner and plaintiff Fillmore is, and at all relevant times was, a general
22 law city organized and existing under the laws of the State of California. Fillmore is
23 charged with the responsibility for exercising its police powers and carrying out its
24 governmental functions in a manner that protects the public health, safety, welfare and
25 environment of its citizens. Fillmore is located within Ventura County.

26 11. Respondent and defendant Moorpark is, and at all relevant times was, a
27 general law city organized and existing under the laws of the State of California.
28 Moorpark is located within Ventura County.

1 12. Respondent and defendant District is, and at all relevant times was, a
2 geologic hazard abatement district organized and existing under Public Resources Code
3 sections 26500 through 26554.

4 **JURISDICTION AND VENUE**

5 13. This court has jurisdiction over this action and authority to grant the
6 requested relief pursuant to Code of Civil Procedure sections 526, 1060 and 1085, and
7 Public Resources Code sections 21168.5 and 21168.9.

8 14. The Superior Court of the County of Ventura is the proper venue for
9 this action because the unlawful regional traffic regulatory program to be carried out
10 pursuant to the Traffic Regulation Agreement applies primarily to state highways, public
11 roads, and other public and private property located within Ventura County. Venue is
12 also proper in this court because the Traffic Regulation Agreement was conceived of by
13 Moorpark in Ventura County, and was approved by Moorpark in Ventura County.

14 15. This action has been commenced within the time limits imposed for this
15 action under the Code of Civil Procedure and CEQA.

16 **BEACH RESTORATION PROJECT**

17 16. District's Beach Restoration Project seeks to restore approximately 46 acres
18 of beach and sand dunes located at Broad Beach, which is located in the City of Malibu,
19 County of Los Angeles. According to the Traffic Regulation Agreement, approximately
20 300,000 cubic yards of sand will initially be deposited, and three subsequent sand
21 deposition events of approximately 300,000 cubic yards each will occur approximately
22 every five years thereafter, over a 20-year period. Periodic interim or erosion
23 nourishments involving up to 75,000 cubic yards may also occur on an as-needed basis.

24 17. Sand for the Beach Restoration Project would be acquired by District and
25 hauled primarily from two quarries located in the Grimes Canyon area in the
26 unincorporated County located to the north of Moorpark. These surface mining
27 operations are regulated by County and operate pursuant to County-issued conditional use
28 permits. According to the Traffic Regulation Agreement, for each of the above-described

1 300,000 cubic yard sand deposition events, the Beach Restoration Project is anticipated to
2 generate approximately 44,000 one-way truck trips over the course of approximately three
3 to five months between the hours of 7:00 a.m. and 9:00 p.m., five days per week. Private
4 trucking contractors retained by District would haul the sand.

5 18. District has represented that the aforementioned trucking to and from
6 the Grimes Canyon area to Broad Beach will commence in the fall of 2016.

7 **TRAFFIC REGULATION AGREEMENT**

8 19. According to a letter from Moorpark to District dated June 11, 2014,
9 District initially anticipated that its Beach Restoration Project-related sand would be
10 hauled from the Grimes Canyon quarries to Broad Beach on the most direct lawful haul
11 route consisting of State Route 23 and other public roads through and in the vicinity of
12 Moorpark. Moorpark, however, objected to the use of this route, claiming that the Beach
13 Restoration Project-related truck traffic would have negative impacts on Moorpark and its
14 residents due to noise, dust, safety issues, congestion and air pollution. In this regard,
15 Moorpark's June 11, 2014, letter stated: "Truck exhaust emitted by the thousands of trips
16 through Moorpark will have a significant impact on air pollution and greenhouse gas
17 emissions, impacts that under CEQA must be thoroughly reviewed."

18 20. Moorpark demanded that District prohibit its contracted sand haulers from
19 using all public roads through and in the vicinity of Moorpark, and instead require its
20 contracted sand haulers to use a circuitous northern route on state highways and other
21 public roads through and in the vicinity of County and Fillmore.

22 21. District acceded to Moorpark's demands. The Traffic Regulatory
23 Agreement prohibits all Beach Restoration Project-related trucks from driving on State
24 Route 23 and all other public roads in the vicinity of Moorpark. This precludes all
25 Project-related truck traffic from utilizing the most direct lawful haul route between the
26 Grimes Canyon quarries and the Beach Restoration Project site in Malibu. Section 2 of
27 the Traffic Regulation Agreement states: "Trucks used for sand hauling in connection
28 with the Project are prohibited from using Walnut Canyon Road, Grimes Canyon Road

1 south of Broadway Road or any other highway, road or street in or immediately adjacent
2 to the City of Moorpark.” The Traffic Regulation Agreement instead requires all Beach
3 Restoration Project-related truck traffic to travel on a circuitous northern route on State
4 Routes 23 and 126 through Fillmore and the unincorporated County. Section 4 of the
5 Agreement states:

6 “All sand hauling trucks for the Project shall use Grimes Canyon
7 Road (State Route 23) to State Highway 126 through Fillmore as the
8 haul route from the Grimes Rock quarry and/or the CEMEX quarry
9 to the Project site and the same route from the Project site to the
10 Grimes Rock quarry and/or CEMEX quarry. If the Grimes Rock
11 quarry is used, trucks will only enter and exit the northern entrance
12 to this quarry.”

13 22. The Traffic Regulation Agreement requires all owners and
14 operators of trucks hauling sand for the Beach Restoration Project to install on their
15 vehicles, and to operate at all times, GPS tracking devices and real-time computer
16 monitoring technology so that Moorpark can track the location of all Beach Restoration
17 Project-related truck traffic in real time from Moorpark computers. (Agreement, §§ 9-
18 11.) The Traffic Regulation Agreement requires District to include the above-stated
19 traffic routing and operational requirements in “any agreements entered into between the
20 [District], the quarries, and any contracted haulers,” and likewise requires Moorpark to be
21 named as a third party beneficiary of all such contracts so that Moorpark can directly
22 enforce the provisions against every affected third party. (Agreement, § 7.) The Traffic
23 Regulation Agreement further requires District to collect, and pay to Moorpark, specified
24 fines for any violation of the Traffic Regulation Agreement by any affected party.
25 (Agreement, §§ 12, 13.)

26 23. The Traffic Regulation Agreement states that it was “made and entered
27 into” between Moorpark and District on October 7, 2015. According to Moorpark City
28 Council meeting agenda and minutes, the Moorpark City Council approved the Traffic

1 Regulation Agreement at a non-televised special meeting held on October 7, 2015. This
2 special meeting occurred on the same day that the Moorpark City Council held a separate,
3 televised regular meeting. On information and belief, District's governing Board of
4 Directors, at a public meeting held nearly nine months earlier, on January 11, 2015,
5 authorized the project manager of the Beach Restoration Project to execute the Traffic
6 Regulation Agreement once it was finalized.

7 **FIRST CAUSE OF ACTION**

8 **Writ of Mandate, Code Civ. Proc., § 1085**

9 **(Against Moorpark and District)**

10 24. County and Fillmore incorporate by reference paragraphs 1 through
11 23 above, as though set forth in full.

12 25. Moorpark and District each have a mandatory, ministerial duty to act in
13 accordance with all state laws at all times.

14 26. Moorpark and District each failed to act in accordance with state laws in
15 executing and agreeing to carry out the Traffic Regulation Agreement, and acted in
16 excess of their constitutional and statutory authority in doing so.

17 27. The Traffic Regulation Agreement constitutes an unlawful joint attempt by
18 Moorpark and District to enact a regional traffic regulatory program that prohibits the
19 lawful use of state highways and other public roads by third parties, and that dictates the
20 routes on state highways and other public roads that third parties must utilize to haul sand
21 for the Beach Restoration Project. Moorpark and District lacked legal authority to
22 execute the Traffic Regulation Agreement because its provisions regulating vehicle traffic
23 on state highways and public roads are preempted by state law, including but not limited
24 to Vehicle Code section 21, that occupy the field of traffic regulation.

25 28. The Traffic Regulation Agreement is also an unlawful attempt by Moorpark
26 to exert its police powers outside of its geographic boundaries. Article 11, section 7, of
27 the California Constitution provides: "A county or city may make and enforce *within its*
28 *limits* all local police, sanitary, and other ordinances and regulations not in conflict with

1 general laws.” (Italics added.) The Traffic Regulation Agreement constitutes an
2 unlawful attempt by Moorpark to exert extraterritorial control over regional truck traffic
3 by: prohibiting use of public roads outside the city’s boundaries; dictating the routes that
4 trucks must travel outside the city’s boundaries; imposing a detailed set of monitoring and
5 operational requirements on trucks traveling outside the city’s boundaries; and imposing
6 and requiring payment to the city of fines for violations of the foregoing and other
7 requirements that could occur outside the city’s boundaries. Moorpark also attempts to
8 exert extraterritorial control over the two quarries, Grimes Rock and CEMEX, that are
9 located in the unincorporated County and regulated by County-issued conditional use
10 permits. Moorpark does so by mandating their compliance with the Traffic Regulation
11 Agreement’s traffic routing provisions, including the requirement that “If the Grimes
12 Rock quarry is used, trucks will only enter and exit the northern entrance of this quarry.”
13 (Traffic Regulation Agreement, § 4.)

14 29. The Traffic Regulation Agreement is also an unlawful attempt by District –
15 as demanded by and in coordination with Moorpark – to regulate regional vehicle traffic
16 on state highways and other public roads in County and Fillmore, and to regulate land
17 uses in the County. The legal authority to enact such regulations is beyond the scope of
18 District’s limited statutory authority as a geologic hazard abatement district. District was
19 formed and exists pursuant to Public Resources Code section 26525, which provides that
20 a geologic hazard abatement district may be formed in order to prevent, mitigate, abate or
21 control a geologic hazard, and to mitigate or abate structural hazards that are partly or
22 wholly caused by geologic hazards. The Traffic Regulation Agreement constitutes a
23 regional traffic regulatory program that is separate and distinct from District’s Beach
24 Restoration Project. The Traffic Regulation Agreement is not required to carry out the
25 Beach Restoration Project; to the contrary, the agreement will impede, delay and increase
26 the environmental impacts and costs of the Beach Restoration Project.

27 30. The Traffic Regulation Agreement, if implemented, would have detrimental
28 impacts on County, Fillmore and the public generally. County and Fillmore therefore

1 have a clear, present, beneficial interest in and right to the issuance of a writ of mandate
2 to compel Moorpark and District to comply with their mandatory and ministerial duties to
3 comply with the foregoing state laws by rescinding and cancelling the Traffic Regulation
4 Agreement and by refraining from implementing it in its entirety. County and Fillmore
5 have no plain, speedy or adequate remedy in the ordinary course of law, other than the
6 relief sought herein. County and Fillmore have exhausted all available administrative
7 remedies, including demanding by letter dated March 11, 2016, that Moorpark and
8 District cancel, rescind and refrain from implementing in its entirety the unlawful Traffic
9 Regulation Agreement. Moorpark and District have the capacity and ability to correct
10 their violations of law by cancelling, rescinding and refraining from implementing the
11 Traffic Regulation Agreement in its entirety, but have failed and refused to do so.

12 **SECOND CAUSE OF ACTION**

13 **Violation of CEQA, Pub. Resources Code, § 21000 et seq.**

14 **(Against Moorpark and District)**

15 31. County and Fillmore incorporate by reference paragraphs 1 through
16 30 above, as though set forth in full.

17 32. In 1970, the California Legislature enacted CEQA as a means of requiring
18 public agency decision-makers, including Moorpark and District, to document and
19 consider the environmental implications of their actions before deciding to carry them
20 out. CEQA's fundamental goal is to fully inform the public and the decision-makers as to
21 the environmental consequences of their actions and to assure members of the public that
22 their officials are making informed decisions before they are made. CEQA requires
23 governmental authorities, including Moorpark and District, to identify and to seek
24 feasible means to reduce or avoid significant environmental damage, including but not
25 limited to negative impacts on traffic and air quality, that otherwise could result from
26 their actions. It forbids agencies from approving projects with significant adverse
27 environmental impacts when feasible alternatives or mitigation measures can reduce or
28 minimize such impacts.

1 33. The cornerstone of the CEQA process is the preparation of an
2 environmental impact report (“EIR”) or negative declaration that discloses potential
3 adverse environmental impacts that may result from a public agency’s approval of a
4 project. The primary functions of the EIR or negative declaration are to analyze and
5 publicly disclose the potential environmental impacts associated with a proposed project,
6 and to provide and discuss alternatives and mitigation measures to the proposed project
7 that would avoid or lessen the project’s potentially significant adverse environmental
8 impacts. In general, CEQA prohibits a public agency from approving a project that is
9 subject to CEQA without first preparing and certifying an EIR or negative declaration for
10 the project.

11 34. CEQA broadly applies to “discretionary projects proposed to be carried out
12 or approved by public agencies.” (Pub. Resources Code, § 21080, subd. (a).) Under
13 CEQA the term “project” is used to refer to an activity subject to CEQA. A CEQA
14 project has three elements: it is an activity that is either directly undertaken by a public
15 agency, supported in whole or in part by a public agency, or that is subject to regulation,
16 permitting or other authorization by a public agency; it is an activity that may cause a
17 direct or reasonably foreseeable indirect physical environmental change; and it involves
18 discretionary decision-making by a public agency. The Traffic Regulation Agreement
19 meets each of these elements and thus constitutes a project subject to CEQA separate and
20 distinct from the Beach Restoration Project.

21 35. The Traffic Regulation Agreement was created and would be carried out
22 for the express purpose of regulating private vehicular traffic on state highways and other
23 public roads. In this regard, the Traffic Regulation Agreement would subject private
24 vehicular traffic on state highways and other public roads to regulation by Moorpark that,
25 in the absence of the Traffic Regulation Agreement, Moorpark could not otherwise
26 purport to regulate. In addition, the Traffic Regulation Agreement would be carried out
27 by Moorpark through its monitoring and enforcement of the agreement’s traffic
28 regulations. The Traffic Regulation Agreement would also be carried out by District

1 through its contractual relationships with and payments to its contract haulers.

2 36. The Traffic Regulation Agreement was likewise conceived of and would be
3 carried out for the express purpose of instituting a direct physical environmental change.
4 It would prohibit all Beach Restoration Project-related truck traffic from using any state
5 highway or public road in the vicinity of Moorpark, and would instead circuitously re-
6 route all such traffic north through Fillmore and the unincorporated County which, on
7 information and belief, would add an average of at least 14 miles to each truck trip,
8 resulting in approximately 5,270,000 additional vehicle miles traveled over the 20-year
9 Beach Restoration Project. Use of this circuitous route would, on information and belief,
10 cause the emission, including in the County and Fillmore, of approximately 100,000
11 additional pounds of criteria pollutants, and thousands of additional pounds of greenhouse
12 gasses, compared to use of the direct lawful haul route through Moorpark that is expressly
13 prohibited by the Traffic Regulation Agreement. The Traffic Regulation Agreement
14 would also result in unanalyzed traffic-related impacts such as noise, dust, safety issues
15 and congestion to occur on and adjacent to public roads located in Fillmore, the
16 unincorporated County and other cities located within Ventura County along the
17 mandated haul route.

18 37. Finally, the Traffic Regulation Agreement is a CEQA project because it
19 involved discretionary decision-making by Moorpark and District in its inception,
20 formation, negotiation and approval.

21 38. The Traffic Regulation Agreement is a CEQA project that is separate and
22 distinct from the District's Beach Restoration Project. The Traffic Regulation Agreement
23 was created at the behest of Moorpark – which has no proprietary interest in the Beach
24 Restoration Project – and would regulate regional vehicular traffic on public roads to the
25 benefit of Moorpark alone. The Traffic Regulation Agreement would result in the
26 aforementioned direct physical environmental changes that would not otherwise occur if
27 the Beach Restoration Project were implemented by District in the absence of the Traffic
28 Regulation Agreement. Moreover, the Traffic Regulation Agreement would

1 unnecessarily increase the environmental impacts of the Beach Restoration Project as well
2 as its costs, and would impede and delay its implementation.

3 39. Moorpark and District each abused their discretion and failed to proceed in
4 the manner required by law by approving and agreeing to carry out the Traffic Regulation
5 Agreement without first complying with CEQA by, inter alia, preparing and certifying an
6 EIR or negative declaration and making required CEQA determinations and findings
7 regarding the Traffic Regulation Agreement and its potential environmental effects.

8 40. Neither Moorpark nor District conducted any CEQA review, or made any
9 CEQA findings or determinations, regarding the Traffic Regulation Agreement and its
10 potential environment impacts, before approving and agreeing to carry it out. Nor did
11 Moorpark or District provide notice to County, Fillmore or the general public pursuant to
12 CEQA regarding any CEQA determination or findings that Moorpark or District intended
13 to make regarding the Traffic Regulation Agreement and its potential environmental
14 impacts before approving and agreeing to carry it out. Consequently, County, Fillmore
15 and the general public were provided no opportunity to comment on, or administrative
16 remedy to object to and challenge, any such CEQA determination or findings regarding
17 the Traffic Regulation Agreement and its potential environmental impacts. County and
18 Fillmore were thus unable and not required to exhaust administrative remedies prior to
19 alleging in this Petition that Moorpark and District violated CEQA in approving and
20 agreeing to carry out the Traffic Regulation Agreement.

21 41. County and Fillmore have complied with Public Resources Code section
22 21167.5 by providing notice of County's and Fillmore's intent to commence this action
23 and a copy of this petition to Moorpark and District. This notice and proof of its service
24 are attached hereto as Exhibit B and incorporated herein by this reference.

25 42. County and Fillmore have complied with Public Resources Code section
26 21167.7 by providing notice of this action and a copy of this petition to the California
27 Attorney General. This notice and proof of its service are attached hereto as Exhibit C
28 and incorporated herein by this reference.

1 **THIRD CAUSE OF ACTION**

2 **Declaratory Relief, Code Civ. Proc., § 1060**

3 **(Against Moorpark and District)**

4 43. County and Fillmore incorporate by reference paragraphs 1 through
5 42 above, as though set forth in full.

6 44. An actual controversy has arisen and exists between County and Fillmore,
7 on the one hand, and Moorpark and District, on the other. County and Fillmore contend
8 that Moorpark and District have not complied with their mandatory duties to act in
9 accordance with state law in executing and agreeing to implement the Traffic Regulation
10 Agreement.

11 45. County and Fillmore are informed and believe, and on that basis allege, that
12 Moorpark and District dispute the contentions of County and Fillmore stated in this
13 petition regarding the illegality and unenforceability of the Traffic Regulation Agreement.

14 46. County and Fillmore seek a judicial determination of the respective rights
15 and duties of the parties hereto and the general public regarding the Traffic Regulation
16 Agreement.

17 47. A judicial declaration and determination are necessary and appropriate at
18 this time in order that County and Fillmore may ascertain their respective rights, and those
19 of the general public, with respect to the duties and obligations of Moorpark and District
20 in order to resolve all controversies between the parties with respect to the Traffic
21 Regulation Agreement.

22 **PRAYER FOR RELIEF**

23 Wherefore, County and Fillmore pray:

24 1. That the court issue a peremptory writ of mandate ordering Moorpark and
25 District to unconditionally cancel, rescind, set aside and void their approvals of the
26 Traffic Regulation Agreement;

27 2. That the court declare Moorpark's and District's approval of the Traffic
28 Regulation Agreement unlawful, and that the court further declare that the Traffic

1 Regulation Agreement is void and unenforceable in its entirety;

2 3. That the court issue an order permanently enjoining Moorpark and District
3 from implementing, carrying out and enforcing the Traffic Regulation Agreement in its
4 entirety;

5 4. That the court declare Moorpark's and District's approvals of the
6 Traffic Regulation Agreement in violation of CEQA;

7 5. For costs and attorneys fees pursuant to Code of Civil Procedure section
8 1021.5; and

9 6. For such other and further relief as the court finds proper.

10
11
12 Dated: March 31, 2016

13
14 LEROY SMITH
County Counsel, County of Ventura

15 By

16 
17 LEROY SMITH
County Counsel

18 Attorneys for Petitioner and Plaintiff County of
19 Ventura

EXHIBIT A

**AGREEMENT BETWEEN THE BROAD BEACH
GEOLOGIC HAZARD ABATEMENT DISTRICT AND THE
CITY OF MOORPARK REGARDING TRUCK HAUL
ROUTES AND MONITORING IN CONNECTION WITH
THE BROAD BEACH SHORELINE PROTECTION AND
SAND REPLENISHMENT PROJECT**

This Agreement ("Agreement") is made and entered into this 7th day of October, 2015 by and between the Broad Beach Geologic Hazard Abatement District ("BBGHAD"), formed under California Public Resources Code Section 26500 *et seq.*, and the City of Moorpark, a California municipal corporation ("City") (collectively the "Parties"), to address and resolve the potential impacts of the Broad Beach Shoreline Protection and Sand Replenishment Project ("Project") on the City.

RECITALS

- A. The Project involves the transport of sand from sand and rock quarries immediately north of the City to replenish Broad Beach in the City of Malibu, California. As proposed, the Project would be split into major sand deposition events of approximately 300,000 cubic yards each, one at the inception of the Project and approximately every five (5) years thereafter or as needed. In addition, periodic interim or erosion nourishments involving up to 75,000 cubic yards would be permitted on an as needed basis. For purposes of this Agreement, the duration of the Project shall not exceed twenty (20) years, unless during the 20-year period of the Project, additional sand deposition events are approved by the BBGHAD and applicable permitting agencies, including but not limited to the California Coastal Commission (CCC). For purposes of this Agreement, the term "Project" includes interim nourishment and deposition events that occur during the 20-year period of the Project. This Project description may be subject to amendment as part of the permitting processes for each applicable permitting agency.
- B. As proposed, the Project's initial sand deposition event and each major event occurring approximately every five (5) years thereafter would involve an estimated 44,000 one-way trips by sand hauling trucks over the course of approximately three to five months between the approximate hours of 7:00 a.m. and 9:00 p.m. five days per week. Two of the three sand and rock quarries (Grimes Rock and CEMEX) proposed as sources of the Project sand are located immediately north of the City in unincorporated Ventura County. The BBGHAD originally proposed haul routes to and from those two quarries that included using Walnut Canyon Road, Moorpark Avenue and Grimes Canyon Road south of Broadway Road that are located in or immediately adjacent to the City.
- C. The City has objected to the use of Walnut Canyon Road, Moorpark Avenue and Grimes Canyon Road south of Broadway Road as potential haul routes for the Project because of the significant impacts those routes would have on the City, including but not limited to: a disproportionate impact on the lower-income, disadvantaged and Latino portion of the community through which those trucks would travel; dangers caused to school children arising from the existence of eight school bus stops located along Grimes Canyon Road, the lack of sidewalks along portions of those roads which are used by school children to

walk to and from two elementary schools, a middle school, the City library, local parks and other uses in close proximity to those routes; the sand, dust and other particulate matter emanating from the trucks contribute to air pollution and may cause excess debris along local roads; the noise pollution from the high volume of trucks and times of day of the hauling operation; and the fact that both routes would cross active railroad tracks used by Amtrak and Metrolink as well as freight trains.

- D. On June 11, 2014, Mayor Janice Parvin of the City sent a letter to the Board of the BBGHAD objecting to the proposed haul routes for the Project through or adjacent to the City and asserting that use of those haul routes would constitute a public nuisance for which the City would seek to abate.
- E. On July 25, 2014, Mayor Janice Parvin of the City sent letters to the members of the California Coastal Commission and the State Lands Commission asking for each Commission to impose conditions on the respective permits required for the Project to preclude the use of truck hauling routes through or adjacent to the City.
- F. On December 11, 2014, the CCC held a public hearing in Monterey where, prior to action on the application, the BBGHAD withdraw its original coastal development permit application.
- G. On April 3, 2015, the BBGHAD submitted a revised coastal development permit application to the CCC, which is based on the Project description articulated in Recital "A" above, and a public hearing for this application has been scheduled before the CCC on October 9, 2015 or as may be continued thereafter from time-to-time.
- H. Since July 25, 2014, staff representatives of the BBGHAD and the City have met on several occasions to review and address the City's concerns with the proposed and potential haul routes and to develop a plan and system for using acceptable alternative and northerly haul routes that do not involve truck routes through or adjacent to the City, along with monitoring compliance with those alternative routes.
- I. BBGHAD staff and technical consultants have informed the City that a northerly route using State Highways 23 and 126 through the City of Fillmore, which avoid the City, are feasible and acceptable alternative routes for hauling sand from both the Grimes Rock and CEMEX quarries.
- J. The parties now desire to resolve the dispute over the truck routes for the Project and to formalize their agreement on which haul routes shall be used and not used and how compliance with the approved routing plan will be monitored and enforced.

TERMS AND CONDITIONS

In consideration of the matters set forth above, and for a full and valuable consideration, the Parties agree as follows:

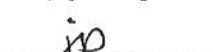
1. Recitals. The Recitals above are true and correct, and are incorporated into the terms of this Agreement.

2. Prohibited Haul Routes. Trucks used for sand hauling in connection with the Project are prohibited from using Walnut Canyon Road, Grimes Canyon Road south of Broadway Road or any other highway, road or street in or immediately adjacent to the City of Moorpark, except in cases of "emergency," as defined in Section 5 below. This includes truck trips to and from the quarries at the beginning or end of the work shift.
3. Staging and Parking of Trucks. All trucks used for sand hauling in connection with the Project shall not be staged or parked in the City or immediately adjacent to the City, at anytime for the duration of the Project.
4. Permitted Haul Routes. All sand hauling trucks for the Project shall use Grimes Canyon Road (State Route 23) to State Highway 126 through Fillmore as the haul route from the Grimes Rock quarry and/or the CEMEX quarry to the Project site and the same route from the Project site to the Grimes Rock quarry and/or CEMEX quarry. If the Grimes Rock quarry is used, trucks will only enter and exit the northern entrance of this quarry.
5. Emergency Exception to Haul Route Prohibitions. An "emergency" exists, for purposes of Sections 2 and 6, only when a first responder (a fire or law enforcement official from an agency with applicable jurisdiction) determines all lanes on State Highway 126 west of State Highway 23 or State Highway 23 north of the quarry are closed to truck traffic. An emergency ceases to exist when a first responder determines that at least one lane becomes available to truck traffic on portions of State Highway 126 and State Highway 23 referenced above. If only one direction of travel is affected, the use of this Emergency Exception shall only apply to the direction of travel that is blocked and truck travel shall continue to use the permitted haul route in the direction that is not blocked. If an emergency exists that precludes the use of the permitted haul route, then Grimes Canyon Road south of Broadway may be used but not Walnut Canyon Road unless Grimes Canyon Road south of Broadway is also blocked due to an emergency condition, and then only for the blocked direction of travel.
6. Requirements for Use of Emergency Exception. In the event of an emergency as defined in Section 5 above, use of routes through or adjacent to Moorpark may only occur between the hours of 7 A.M. and 8:15 P.M., Monday through Friday, except holidays. The BBGHAD shall provide City with immediate notice of the commencement of the Emergency Exception (not more than one hour after a determination of emergency). The notice of commencement of the Emergency Exception shall be provided by electronic mail to the City's City Manager (currently at SKueny@MoorparkCA.gov) and Community Development Director (currently at DBobardt@MoorparkCA.gov) and by way of telephone to the City's Community Development Director (currently at (805) 517-6281). During the period that any hauling is allowed or directed through Moorpark, the BBGHAD shall prohibit its contractors and subcontractors from using haul trucks with compression release engine brakes, known as "jake brakes" within the City (except under emergency operating conditions).

7. Duration of Haul Route Prohibitions. The haul route prohibitions shall apply to the BBGHAD's use of the Grimes Rock Quarry and CEMEX Quarry throughout the duration of the Project. The BBGHAD shall provide City notice of the commencement and completion of each of the sand deposition events for the Project.
8. Hauler Agreements. The BBGHAD shall include the haul route prohibitions in any agreements entered into between the BBGHAD, the quarries, and any contracted haulers and required contracted haulers to include such terms in their agreements with their subcontracted haulers involved in the Project. The City of Moorpark shall be a named beneficiary of this term in those contracts.
9. GPS Tracking Devices. The BBGHAD shall require all truck owners and operators used in the Project to place and maintain GPS tracking devices in each truck used for this Project, with a penalty imposed on truck hauler companies, subcontractors and independent contractors by BBGHAD and paid to City by BBGHAD, as provided in Section 12, for failure to use, removal or tampering with the GPS device while the truck is being used for this Project.
10. Computer Monitoring. Prior to the commencement of the first sand deposition event for the Project, the BBGHAD or its contractor or consultant shall, at BBGHAD's cost, provide, install, make operational and maintain in working order for the duration of the Project, software for at least one City-owned and operated computer that allows the City to monitor by web-based GPS the location of all BBGHAD-related truck traffic in real time from the City-owned computer.
11. License Plate Monitoring. On or before the first day of the third and subsequent interim nourishment sand deposition event during the term of the Project, and at the beginning of each day of that event, the BBGHAD shall provide City with the license plate numbers of all trucks hauling sand that day on BBGHAD's behalf to assist City with additional monitoring and enforcement of the interim nourishment sand deposition events. The requirements of this Section shall be in addition to, and not as a substitute for computer monitoring under Section 10 or any other provision of this Agreement.
12. Penalties on Haulers who Violate Terms. The BBGHAD shall establish and enforce penalties, including monetary penalties, for any violations of the haul routes by the owners and operators of trucks engaged in Project hauling operations. Penalties shall be paid to the City, as provided in Section 13.
13. Liquidated Damages. In the event a truck engaged in the Project for the BBGHAD is determined and documented by the City as operating on a prohibited haul route as defined in Section 2, parking or staging in the City as prohibited by Section 3, or violating the terms of the emergency exception as provided in Sections 5 and 6, the BBGHAD shall pay to City the sum of \$100.00 for each such documented truck trip or violation that occurs in the first ten (10) days of operation, \$200.00 for each such documented truck trip violation that occurs in the eleventh (11th) through thirtieth (30th) day of operation, \$250.00 for each such documented truck trip violation that

occurs in the thirty-first (31st) through sixtieth (60th) day of operation, and \$500.00 for each subsequent truck trip violation, as liquidated damages for the violation. The amounts shall be paid to City within ten (10) days of the City's submittal to BBGHAD of the evidence of the violation. This amount shall be accepted by City as liquidated damages and not as a penalty and as City's sole and exclusive remedy for damages (but City shall not be prohibited from seeking specific performance or injunctive relief in addition to obtaining such liquidated damages, as provided in Section 14.) For purposes of this Agreement a violation is documented if there is a recorded incident of the violation as detected and documented from the computer monitoring software as provided in Section 10, photographic and dated evidence collected by the City, by a copy of a Sheriff Department, California Highway Patrol or City Code Enforcement incident report or citation, or by other means sufficient to prove a violation as provided by the City to BBGHAD. The BBGHAD hereby stipulates and agrees that such amount is a reasonable estimate of damages that will be incurred by City in the event of such violation, pursuant to California Civil Code Section 1671 *et seq.*, and that the exact amount of such damages would be extremely difficult and impractical to determine. BBGHAD desires to limit the damages for which it might be liable for such violations of this Agreement and the Parties desire to avoid the costs and delays they would incur if a lawsuit were commenced to recover damages. The Parties acknowledge this provision by placing their initials below:


BBGHAD


City

14. Additional Remedies and Enforcement. In addition to the provisions of Section 13, the remedies for breach of the Agreement by City shall also include injunctive relief and/or specific performance.
15. Notice of Changes to the Project. The BBGHAD shall provide written notice to the City not less than five days after the submittal by the BBGHAD of a request to the CCC or the State Lands Commission to modify the Project in a manner that affects the use of truck haul routes, the duration of the use of those routes or the quantities of truck trips used in the Project.
16. Third Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.
17. Defense and Indemnity. The BBGHAD agrees to defend, indemnify, and hold harmless City, at BBGHAD's sole expense, with counsel reasonably acceptable to City, any claim, lawsuit, or cause of action brought to challenge the City's approval of this Agreement. The BBGHAD further agrees to reimburse City for any costs and/or attorneys' fees which City may incur as a result of any such action. City may, at its sole discretion, participate in the defense of any such action at City's cost, but such participation shall not relieve the BBGHAD of its obligations under this Section.

18. City Release of Claims. Except with respect to enforcement of the terms of this Agreement, City hereby waives and releases the BBGHAD, its officers, employees, agents, attorneys and consultants, (collectively "BBGHAD Released Parties"), and each of them, of and from any and all claims, demands, disputes, damages, liabilities, causes of action, and other claims or rights to relief, legal or equitable, of every kind and nature, whether known or unknown, past or present, which City has or may have against the BBGHAD Released Parties, arising out of, or in any way related to the Project.

19. City Waiver of Cal. Code Civ. Proc. Section 1542. City being fully aware of the meaning of Cal. Civil Code §1542, and on the risks attendant with waiver thereof, expressly waives any rights it may have, or claims to have against the BBGHAD Released Parties, or any of them, under the provisions of Cal. Civil Code §1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."



City

20. Joint Drafting and Mutual Interpretation. This Agreement shall be construed and interpreted in a neutral manner. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against a particular party based on the assumption or contention that the Agreement was drafted by one of the Parties. In this regard, the provisions of Cal. Civil Code § 1654 are waived and deemed inapplicable to the interpretation of this Agreement.

21. Right to Independent Counsel. The Parties acknowledge and represent that they have had the right to and benefit of consultation with independent legal counsel and expert consultants. The Parties have read and understand the entirety of this Agreement, and have been advised as to the legal effects of this Agreement, as to, for example, their rights and obligations, and hereby willingly and voluntarily agree to every term of this Agreement.

22. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the matters addressed in it and incorporated herein, and supersedes any and all oral agreements between or among the Parties regarding the matters resolved herein, which are hereby merged into this final Agreement. There are no representations, covenants, or undertakings other than those expressly set forth or expressly incorporated herein. The Parties acknowledge that no Party, or any agent or attorney of any Party has made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce any other Party to

execute this Agreement. The Parties acknowledge that they have not executed this Agreement in reliance on any promise, representation, or warranty not specifically contained herein or expressly incorporated herein. The Parties, and each of them, fully represent and declare that they have carefully read this Agreement, and that they have voluntarily signed this Agreement.

23. Severability. Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement and the remainder of the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included.
24. Governing Law and Venue. The validity of this Agreement and the interpretation of any of its terms or provisions shall be governed by the laws of the State of California. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Ventura.
25. Change in State Law or Other Event Materially Affecting Agreement. If a change in state law occurs that materially affects the Parties' obligations or rights under this Agreement or under the Pass Through Agreement, whether such change occurs through enactment of a statute or by virtue of a final judicial decision, the Parties shall have the duty to take such actions as may be reasonably necessary to modify such agreement(s) so that the Parties' duties and rights under such agreement(s) are consistent with any such change in law.
26. Amendments or Modifications. This Agreement may be amended or modified only by the mutual agreement of the Parties and only when all Parties memorialize in writing their consent to amend or modify.
27. Notices. Any notice required to be given, except for immediate notices of the invocation of the Emergency Exception as provided in Section 5 and 6 which has its own notice provisions, shall be deemed to have been given by depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

TO BBGHAD:

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

Mark Goss
c/o Elkins Kalt, et al
2049 Century Park East, Suite 2700
Los Angeles, CA 90067
tel.: (310) 699-9666
email:
markchristiangoss@gmail.com

Kenneth A. Ehrlich
Elkins Kalt et al.
2049 Century Park East, Suite 2700
Los Angeles, CA 90067
tel. (310) 746-4400
email: kehrlich@elkinskalt.com

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

28. No Admission of Liability. Nothing in this Agreement shall be construed as an admission of liability or wrongdoing by any Party to this Agreement or an admission of any claim against any Party hereto.
29. Effective Date. This Agreement shall become effective on the date that both parties have executed this Agreement.
30. Attorneys' Fees Provision. If any of the Parties breach any of the provisions of this Agreement, necessitating the filing of a civil action or any other proceeding to enforce any or all of the terms of this Agreement, the prevailing party may recover reasonable attorneys' fees and costs incurred in enforcing the terms and provisions of this Agreement.
31. Captions and Interpretations. Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement.
32. Counterparts. This Agreement may be signed in counterparts and the executed counterparts shall together form the executed Agreement. A facsimile version of any Parties' signature shall serve as an original thereof.
33. Copy Admissible. In any action or proceeding relating to this Agreement, the Parties stipulate that a copy of the Agreement may be admissible to the same extent as the original Agreement, unless the exceptions set forth in Section 1521 of the Cal. Evidence Code are found to be applicable.

34. Signatories. Each signatory warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the party for whom he or she purports to sign.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City of Moorpark



Attest:

Maureen Benson
Maureen Benson, City Clerk

By: Janice S. Parvin
Janice S. Parvin, Mayor

Broad Beach Geologic Hazard Abatement District

By: Winston J. Kanner
Chair of the Board

Attest:

[Signature]
Secretary

EXHIBIT B

LEROY SMITH
COUNTY COUNSEL

MICHAEL G. WALKER
CHIEF ASSISTANT

ALBERTO BOADA
PRINCIPAL ASSISTANT



COUNTY COUNSEL

COUNTY GOVERNMENT CENTER
800 SOUTH VICTORIA AVENUE, L/C #1830
VENTURA, CALIFORNIA 93009
PHONE NO. (805) 654-2580
FAX NO. (805) 654-2185

ASSISTANTS

Linda K. Ash	Roberto R. Orellana
Jeffrey E. Barnes	John E. Polich
Charmaine Buehner	Marina Porche
Mitchell B. Davis	Joseph J. Randazzo
Emily T. Gardner	Jaclyn Smith
Alison L. Harris	Matthew A. Smith
Cynthia Krause	Linda L. Stevenson
Ronda McKaig	Thomas W. Temple
Ilene F. Mickens	Eric Walts
Lori A. Nemloff	Anthony A. Zepeda

March 25, 2016

VIA EMAIL AND U.S. MAIL

City of Moorpark
Maureen Benson, City Clerk
799 Moorpark Ave.
Moorpark, CA 93021
Mbenson@MoorparkCA.gov

Broad Beach Geologic Hazard Abatement District
Heike M. Fuchs, Clerk/Treasurer
2919 Valmere Drive
Malibu, CA 90265
heikemfuchs@gmail.com

Re: Notice of Intent to Commence Legal Action Challenging Agreement
Between the Broad Beach Geologic Hazard Abatement District and City of
Moorpark Regulating Traffic on State Highways and Public Roads

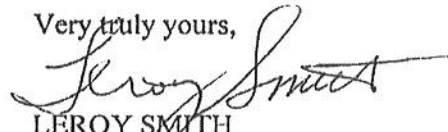
Dear Mses. Fuchs and Benson:

Please take notice that the County of Ventura and City of Fillmore intend to commence legal action against the City of Moorpark and Broad Beach Geologic Hazard Abatement District challenging the "Agreement Between the Broad Beach Geologic Hazard Abatement District and the City of Moorpark Regarding Truck Haul Routes and

City of Moorpark
Broad Beach Geologic Hazard Abatement District
March 25, 2016
Page 2

Monitoring in Connection with the Broad Beach Shoreline Protection and Sand
Replenishment Project" dated October 7, 2015.

Very truly yours,



LEROY SMITH
County Counsel

1 **PROOF OF SERVICE**
2 **STATE OF CALIFORNIA, COUNTY OF VENTURA**

3 The undersigned declares:

4 I am a resident of or employed in the County of Ventura, State of California. I
5 am over the age of 18 and not a party to the within action. My business address is County
6 Counsel's Office, 800 South Victoria Avenue, L/C # 1830, Ventura, California 93009-1830.

7 On March 25, 2016, I served the within **NOTICE OF INTENT TO
8 COMMENCE LEGAL ACTION** on:

8 City of Moorpark
9 Maureen Benson, City Clerk
10 799 Moorpark Ave.
11 Moorpark, CA 93021
12 Mbenson@MoorparkCA.gov

11 Broad Beach Geologic Hazard Abatement District
12 Heike M. Fuchs, Clerk/Treasurer
13 2919 Valmere Drive
14 Malibu, CA 90265
15 heikemfuchs@gmail.com

14 Tiffany J. Israel
15 City Attorney, City of Fillmore
16 June Alin
17 Aleshire & Wynder LLP
18 2361 Rosecrans Avenue, Suite 475
19 El Segundo, California 90245
20 jailin@awattorneys.com

19 [X] **by addressing an envelope** to the above-named person(s) as indicated above, and
20 placing in the envelope a true copy of each of said documents, and by then placing
21 the envelope for collection and mailing following our ordinary business practices.
22 I am readily familiar with this business's practice for collecting and processing
23 correspondence for mailing. On the same day that correspondence is placed for
24 collection and mailing, it is deposited in the ordinary course of business with the
25 United States Postal Service in a sealed envelope with postage fully prepaid.

23 [X] **by electronic mail** based on a court order or an agreement of the parties to
24 accept electronic service, I caused the documents to be sent to the persons at the
25 electronic service addresses listed above.

25 [X] **(STATE)** I declare under penalty of perjury under the laws of the State of
26 California that the foregoing is true and correct. Executed on March 25, 2016, at
27 Ventura, California.

27 [] **(FEDERAL)** I declare under penalty of perjury that I am employed in the office of
28 the member of the bar of this court at whose direction the service was made.
Executed on _____, at Ventura, California.


Jennifer Jirkovsky

EXHIBIT C

1 LEROY SMITH, State Bar No. 107702
County Counsel, County of Ventura
2 JEFFREY E. BARNES, State Bar No. 212154
Assistant County Counsel
3 ANTHONY A. ZEPADA, State Bar No. 261336
Assistant County Counsel
4 800 South Victoria Avenue, L/C #1830
Ventura, California 93009
5 Telephone: (805) 654-5188
Facsimile: (805) 654-2185
6 E-mail: jeffrey.barnes@ventura.org
7 Attorneys for Petitioner and Plaintiff County of Ventura

8
9 TIFFANY J. ISRAEL, State Bar No. 185723
City Attorney, City of Fillmore
JUNE AILIN, State Bar No. 109498
10 LARA LEITNER, State Bar No. 303162
Aleshire & Wynder LLP
11 2361 Rosecrans Avenue, Suite 475
El Segundo, California 90245
12 Telephone: (310) 527-6660
Facsimile: (310) 532-7395
13 E-mail: jailin@awattorneys.com
14 Attorneys for Petitioner and Plaintiff City of Fillmore

(EXEMPT FROM FILING
FEES [Gov. Code, § 6103].)

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF VENTURA

18 COUNTY OF VENTURA and CITY OF) Case No.:
19 FILLMORE,)
20 Petitioners/Plaintiffs,) NOTICE TO ATTORNEY GENERAL
21 vs.) OF CALIFORNIA ENVIRONMENTAL
22 CITY OF MOORPARK and BROAD) QUALITY ACT ACTION
23 BEACH GEOLOGIC HAZARD)
24 ABATEMENT DISTRICT,) (Pub. Resources Code, § 21167.7)
25 Respondents/Defendants.)

26 ///

27 ///

28 ///

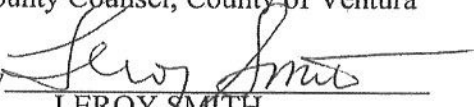
1 TO THE ATTORNEY GENERAL OF THE STATE OF CALIFORNIA:

2 PLEASE TAKE NOTICE, pursuant to Public Resources Code section 21167.7 and
3 Code of Civil Procedure section 388, that on April 1, 2016, petitioners and plaintiffs
4 County of Ventura and City of Fillmore filed a petition for writ of mandate and complaint
5 for declaratory and injunctive relief ("Petition"), which includes a cause of action alleging
6 violations of the California Environmental Quality Act, Public Resources Code section
7 21000 et seq. ("CEQA"), against respondents and defendants City of Moorpark
8 ("Moorpark") and Broad Beach Geologic Hazard Abatement District ("District"). The
9 Petition alleges that Moorpark and District violated CEQA by approving and agreeing to
10 carry out the "Agreement Between the Broad Beach Geologic Hazard Abatement District
11 and the City of Moorpark Regarding Truck Haul Routes and Monitoring in Connection
12 with the Broad Beach Shoreline Protection and Sand Replenishment Project" dated
13 October 7, 2015, without conducting environmental review regarding the project's
14 potential environmental impacts and otherwise complying with CEQA.

15 A copy of the Petition is attached to this notice as Exhibit 1.

16
17
18 Dated: April 1, 2016

19 LEROY SMITH
County Counsel, County of Ventura

20 By 
LEROY SMITH
County Counsel

21 Attorneys for Petitioner and Plaintiff County of
22 Ventura
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF VENTURA**

3 The undersigned declares:

4 I am a resident of or employed in the County of Ventura, State of
5 California. I am over the age of 18 and not a party to the within action. My
6 business address is County Counsel's Office, 800 South Victoria Avenue,
L/C # 1830, Ventura, California 93009-1830.

7 On April 1, 2016, I served the within **NOTICE TO ATTORNEY GENERAL
OF CALIFORNIA ENVIRONMENTAL QUALITY ACT ACTION** on:

8 Office of the California Attorney General
9 300 South Spring Street
10 Los Angeles, California 90013-1230

11 ☒ **by addressing an envelope** to the above-named person(s) as indicated above, and
12 placing in the envelope a true copy of each of said documents, and by then placing
13 the envelope for collection and mailing following our ordinary business practices.
14 I am readily familiar with this business's practice for collecting and processing
15 correspondence for mailing. On the same day that correspondence is placed for
collection and mailing, it is deposited in the ordinary course of business with the
United States Postal Service in a sealed envelope with postage fully prepaid.

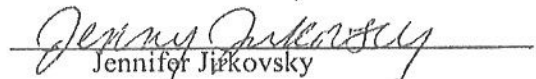
16 ☐ **by an express service carrier**(a guaranteed next day delivery service), by placing
a true copy of the above-stated document(s) in an envelope or package designated
by said carrier and addressing it to the person(s) on whom it is to be served.

17 ☐ **by facsimile transmission** of said document(s) from facsimile number (805) 654-
18 2185 to:

19 Name:
20 Fax No.:
Time of Transmission:

21 ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of
22 California that the foregoing is true and correct. Executed on April 1, 2016, at
Ventura, California.

23 ☐ **(FEDERAL)** I declare under penalty of perjury that I am employed in the office of
24 the member of the bar of this court at whose direction the service was made.
Executed on, at Ventura, California.

25 
26 Jennifer Jirkovsky
27
28