

**AMENDMENT 1 TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS  
AND THE  
CITY OF LOMPOC**

This Amended Memorandum of Understanding ("Amended MOU") is entered into between the Santa Barbara County Association of Governments, hereinafter referred to as "SBCAG" and the City of Lompoc, a municipal corporation, hereinafter referred to as "AGENCY," for the purpose of defining agency roles and responsibilities for the operation of interregional commuter transit service in Santa Barbara County.

WHEREAS, in October 2012 AGENCY and SBCAG entered into the Memorandum of Understanding to provide interregional commuter transit service in Santa Barbara County; and

WHEREAS, AGENCY and SBCAG wish to make technical amendments to the MOU and to extend the termination date;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereby agree to amend the MOU as follows:

1. Paragraph 5 of Section 1-J is Amended as follows:

**1. Clean Air Express Service**

**J. Bus Storage and Park and Ride Lot Facilities**

The cost of leasing the **AGENCY** city-owned Park and Ride lot in Lompoc located adjacent to Cypress St. between I and J streets shall be \$1,185.00 per month. The cost of storing vehicles at the Lompoc airport shall be \$435.00 per month (**see exhibit D, Location Map**). The costs will be included by AGENCY on the monthly invoice to SBCAG as a pass through cost and be reimbursed by SBCAG. Each rate will be adjusted in July of each year, beginning 2013, by the Consumer Price Index published in April of that respective year by the Federal Bureau of Labor Statistics. To preserve limited North County Measure A Interregional Transit funds, if more cost effective storage and/or park and ride lot facilities can be secured, then the use of AGENCY-owned facilities for the use of Clean Air Express customers may be terminated with one-hundred twenty days' (120-days') prior notice by SBCAG in writing and will not constitute or require an amendment to this MOU.

2. Section 4 is Amended as follows:

**4. Term**

The term of this Memorandum of Understanding is from November 22, 2012 to 7:00PM July 1, 2016 ~~November 26, 2014~~. ~~One Two~~ one-year options may be exercised by the SBCAG Executive Director SBCAG at the same terms as therein. Said option may be exercised by the Director giving written notice to AGENCY a minimum of 30 days prior to the expiration of the term of this MOU.

3. Section 7 is Amended as follows:

**7. Indemnification and Insurance**

AGENCY shall indemnify, defend, and hold SBCAG and its officers and employees harmless from all costs, expenses, losses, liabilities, and judgments arising out of or caused by the acts or omission of AGENCY, its officers, agents, or employees, solely in the performance of this MOU.

SBCAG shall indemnify, defend, and hold AGENCY, its officers and employees harmless from all costs, expenses, losses, liabilities, and judgments arising out of or caused by the acts or omission of SBCAG, and its officers, agents, or employees, solely in the performance of this MOU.

SBCAG shall provide property damage insurance for all SBCAG and member-agency owned buses and provide proof of this insurance to AGENCY annually.

AGENCY shall ~~provide the following insurance or~~ require its contracted service provider provide the following insurance, at a minimum:

A. **Workers' Compensation Insurance** with Statutory Limits. This policy shall include employer's liability insurance with limits of at least \$1,000,000.

B. **Commercial General Liability Insurance** in the minimum amounts indicated below, including, but not limited to, Contractual Liability Insurance, Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTED SERVICE PROVIDER's work operating the Clean Air Express. Said insurance shall have minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$10,000,000 ~~\$1,000,000~~ each occurrence and ~~\$2,000,000~~ \$10,000,000 aggregate. The incremental cost to the contractor of liability insurance at the \$10,000,000 level will be included as a pass-through cost on the monthly invoice provided by AGENCY.

C. **Automobile Liability Insurance** against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and

non-owned vehicles used in the performance of providing the Clean Air Express, with minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$1,000,000 each occurrence. Coverages shall include 'any auto'.

D. **Additional Insured** for Commercial General Liability and Automobile Liability. AGENCY and Contractor insurance shall include a separate endorsement (Form CG 20 10 10 or similar) naming SBCAG and its board members, officials, officers, agents, and employees as additional insureds.

E. **30-Day Cancellation Notice** – The above stated insurance coverages shall be maintained by the contracted services provider until the completion of all of contracted services provider's obligations under any agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to the Certificate Holder. Contracted services provider shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

F. **Primary and Non-Contributory** – All insurance carried by the contracted services provider shall be primary and non-contributory with any insurance carried by SBCAG. The policy must be endorsed to include this verbiage and evidence of coverage provided with the certificate.

4. In all other respects, this MOU shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, this Agreement has been executed on the dates written below and shall become effective when executed by all parties.

**CITY OF LOMPOC**

**SBCAG:**

By: \_\_\_\_\_

John H. Linn, Mayor

By: \_\_\_\_\_

Steve Lavagnino, Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

Stacy Alvarez, City Clerk

By: \_\_\_\_\_

James Kemp, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Joseph W. Pannone  
City Attorney

By: \_\_\_\_\_

William M. Dillon  
Senior Deputy County Counsel  
Counsel for SBCAG

## **Attachment D**

## **Location Map**

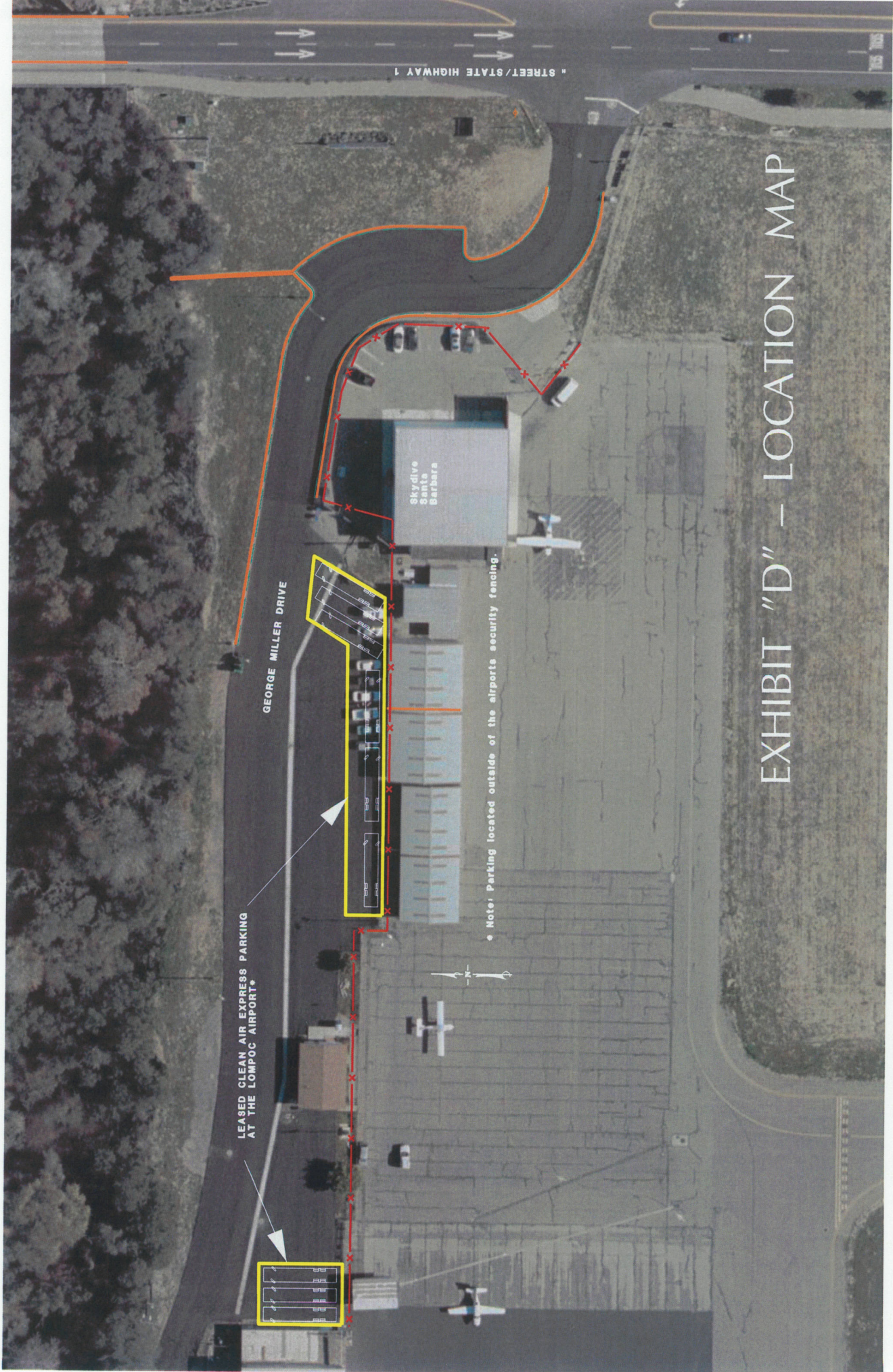


EXHIBIT "D" - LOCATION MAP

LEASED CLEAN AIR EXPRESS PARKING AT THE LOMPOC AIRPORT

Note: Parking located outside of the airports security fencing.

GEORGE MILLER DRIVE

STREET/STATE HIGHWAY 1

Skydive Santa Barbara