

**AMENDMENT 1 TO  
CONTRACT FOR CLEAN AIR EXPRESS OPERATION SERVICES  
BETWEEN THE  
THE CITY OF LOMPOC  
AND  
STORER TRANSIT SYSTEMS**

This AMENDMENT is entered into between the City of Lompoc, hereinafter referred to as "City", and Storer Transit Systems, hereinafter referred to as "Contractor", for the purpose of extending the current contract for operation services for the Clean Air Express interregional commuter transit service in Santa Barbara County.

**1. Section 5 is Amended as follows:**

**5. Term**

The term of this Agreement is from November 22, 2012 to 7:00 p.m. on **July 1, 2016** ~~November 26, 2014~~. ~~One~~, ~~Two~~ **one** year options may be exercised by City **Administrator** at the same terms as therein.

**2. Section 8.B and C. is Amended as follows:**

**8. Indemnification and Insurance**

8.B and C.

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** ~~\$5,000,000~~ each occurrence and ~~\$5,000,000~~ **\$10,000,000** aggregate.

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 CAE, with minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than **\$10,000,000** ~~\$5,000,000~~ each occurrence

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

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

**CITY OF LOMPOC**

**Storer Transit Systems:**

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

John H. Linn, Mayor

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

Donald Storer, President

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

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

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

Stacey Alvarez, City Clerk

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

Steven Fernandes, Vice - President

APPROVED AS TO FORM:

BY: \_\_\_\_\_

Joseph W. Pannone

City Attorney

