

## AMENDMENT NO. 1

### CONTRACT FOR TRANSIT SYSTEM OPERATION SERVICES between RATP DEV and CITY OF LOMPOC

**This Amendment No. 1** (Amendment) is effective June 30, 2021 (Effective Date), by and between Roadrunner Management Services, Inc., a California corporation (Roadrunner), RATP Dev USA, Inc., a Texas corporation (RATP), and the City of Lompoc, a municipal corporation (City).

**WHEREAS**, Roadrunner and City entered into a Contract for Transit System Operation Services (Agreement) on or about July 1, 2016; and

**WHEREAS**, RATP has since acquired Roadrunner, and RATP wishes to substitute RATP in place of Roadrunner with respect to the Agreement and to transfer and assign all rights, duties, obligations and liabilities of Roadrunner thereunder to RATP; and

**WHEREAS**, the parties desire to amend the Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the foregoing, and for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment and Substitution of Party.

- a. Roadrunner does hereby assign, transfer and convey to RATP, as of the Effective Date of this Amendment, all of Roadrunner's rights, duties, obligations and liabilities to and under the Agreement.
- b. RATP hereby accepts such assignment of the Agreement as of Effective Date and agrees to assume all of Roadrunner's rights, duties, obligations and liabilities to and under the Agreement.
- c. City consents to the assignment of the Agreement by Roadrunner to RATP as of the Effective Date.
- d. City and RATP each consent to fully release Roadrunner from any and all obligations, responsibilities, duties, and liabilities under the Agreement from and after the Effective Date. Roadrunner shall remain liable for any and all obligations, responsibilities, duties, and liabilities under the Agreement arising prior to the Effective Date.

2. Term of Contract.

- a. The parties agree the term of the Agreement shall be extended two (2) years as provided for in Paragraph 8 of the Agreement. The termination date shall be June 30, 2023.

3. Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain the same.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original.
5. Warranty of Authority. The representative signing this Amendment on behalf of each respective party represents that he/she has the authority to execute this Amendment on behalf of the party and to bind it to its contractual obligations hereunder.

**IN WITNESS WHEREOF**, the parties have each caused this Amendment to be executed by its duly authorized representative as of the Effective Date.

**ROADRUNNER MANAGEMENT SERVICES, INC.      CITY OF LOMPOC**

**By:** \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
**James Throop, City Manager**

**ATTEST:**

**By:** \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
**Stacey Haddon, City Clerk**

**RATP DEV USA, INC.**

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
**Jeff Malawy, City Attorney**

**By:** \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_