

MEMORANDUM OF AGREEMENT

BETWEEN

SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT

AND

CITY OF LOMPOC

REGARDING

2025 CLEAN AIR FUND PROGRAM FOR LOMPOC

This Memorandum of Agreement (MOA) is entered into this ____ day of _____, 2025, between the Santa Barbara County Air Pollution Control District (SBCAPCD) and the City of Lompoc, (collectively referred to as the “Parties”) for the implementation of the 2025 Clean Air Fund Program for Lompoc (Program).

RECITALS

WHEREAS, SBCAPCD Board of Directors adopted Resolution 19-03 on March 21, 2019, to establish the Clean Air Fund Program; and

WHEREAS, SBCAPCD Board of Directors, on June 26, 2025, approved and authorized the Air Pollution Control Officer to implement projects utilizing the Clean Air Fund in the Lompoc community, by entering into an agreement with the City of Lompoc; and

WHEREAS, the City of Lompoc owns and operates the Dick DeWees Community and Senior Center (DDWCSC) located at 1120 West Ocean Avenue in Lompoc; and

WHEREAS, the City of Lompoc’s DDWCSC opened in 2012 and provides the residents of Lompoc with a 15,000 square foot community space to gather for meetings, events, classes, exercise, weddings, and church services; and

WHEREAS, the City of Lompoc’s DDWCSC currently operates 10 Heating, Ventilation, and Air Conditioning (HVAC) systems. Eight HVAC systems contain Minimum Efficiency Reporting Value (MERV) air filters rated at Level 8 and two HVAC systems contain MERV air filters rated at Level 11; and

WHEREAS, the City of Lompoc’s DDWCSC would make an ideal community Clean Air Center location for affected residents to congregate during wildfire season when smoke impacts cause unhealthy air quality; and

WHEREAS, SBCAPCD will reimburse the City of Lompoc with not to exceed \$40,000 in Clean Air Funds to install MERV air filters rated at Level 13 for all ten HVAC systems, and replace

the Level 13 air filters quarterly for a five-year period of routine preventative maintenance, for a total of approximately 320 MERV air filters rated at Level 13; and

WHEREAS, the purpose of this MOA is to identify the roles and responsibilities of SBCAPCD and the City of Lompoc to implement the Program.

NOW, THEREFORE, SBCAPCD and the City of Lompoc hereby agree as follows:

I. CITY OF LOMPOC RESPONSIBILITIES

- A. The City of Lompoc will hire an HVAC contractor to install eight Level 13 MERV rated air filters and implement quarterly routine preventative maintenance on the 10 HVAC systems for a five-year period.
- B. The City of Lompoc will invoice SBCAPCD for reimbursement of costs for expenses paid for air filter replacements and HVAC preventative maintenance, not to exceed \$40,000 over a five-year period, along with providing proof of payments made to the HVAC contractor.
- C. The City of Lompoc will commit to use the DDWCSC as a temporary Clean Air Center, and provide clean, filtered air during normal business hours for residents of the Lompoc community when the air quality reaches Unhealthy levels (as defined by the Air Quality Index) during wildfire smoke events.
- D. The City of Lompoc is required to coordinate with SBCAPCD on a joint promotion of the City of Lompoc's successful implementation of the Program for outreach and informational purposes.

II. SBCAPCD RESPONSIBILITIES

- E. SBCAPCD will process invoices, not to exceed \$40,000 in total, from the City of Lompoc for eight air filter replacements and quarterly routine preventative maintenance on the 10 HVAC systems, if accompanied with documentation that payments were made by the City of Lompoc to its HVAC contractor, within sixty (60) days of receipt of invoice.
- F. SBCAPCD will commit Clean Air Funds towards the City of Lompoc DDWCSC project not to exceed \$40,000 in total over the term of this MOA to pay invoices as set forth above.
- G. SBCAPCD agrees to coordinate with the City of Lompoc on SBCAPCD's promotion of successful implementation of the Program for outreach and informational purposes.

III. Term

This MOA shall be effective as of the date of execution by the Parties and shall terminate upon the completion of the Parties' responsibilities described above or five (5) years from date of execution, whichever comes first.

IV. Termination

Parties may terminate this MOA upon a 30-day written notice of intent to terminate. Unless terminated, this MOA shall remain in full force and effect for the term in Section III. Term. If this MOA is terminated before the end of the term, payment to the City of Lompoc from SBCAPCD will be made for invoices submitted for work completed up to the termination date, according to implementation of the Program.

V. Indemnification

Parties agree to defend, indemnify and save harmless the City of Lompoc and SBCAPCD, their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of this MOA or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of Parties or their agents or employees or other independent contractors directly responsible to them; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct.

VI. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOA.

VII. Execution of Counterparts

This MOA may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

VIII. Notification

- A. Any notice, consent, approval, demand, or other communication required or permitted to be given under this MOA shall be given to the respective parties by either physical delivery, electronic mail, or both. Any such notice is to be addressed as follows:

To SBCAPCD:

Santa Barbara County Air Pollution Control District
260 N. San Antonio Road, Suite A
Santa Barbara, CA 93110
Attn: Aeron Arlin Genet, Air Pollution Control Officer
AAG@sbcapcd.org

To CITY OF LOMPOC:

City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
Attn: Mario Guerrero, Jr.,
Community Development Director
m_guerrero@ci.lompoc.ca.us

- B. Amendments. The Parties agree that the terms and conditions of the MOA may be reviewed or modified at any time. Any modifications to this MOA shall be effective only when agreed to in writing by Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA.

CITY OF LOMPOC

By: _____
Dean Albro, City Manager

Date: _____

ATTEST:

By: _____
Stacey Haddon, City Clerk

APPROVED AS TO FORM:

By: _____
Jeff Malawy, City Attorney

SBCAPCD:

**SANTA BARBARA COUNTY
AIR POLLUTION CONTROL
DISTRICT**

By: _____
Aeron Arlin Genet, Air Pollution Control
Officer

Date: _____

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
District Counsel

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Management

APPROVED AS TO ACCOUNTING
FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy