

AMENDMENT NO. 2

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

This Amendment No. 2 (Second Amendment) is effective June 30, 2022 (Effective Date), by and between RATP Dev USA, Inc., a Texas corporation (RATP), and the City of Lompoc, a municipal corporation (City).

WHEREAS, Roadrunner Management Services, Inc., a California corporation (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

WHEREAS, effective June 30, 2021, RATP and City entered into Amendment 1 to the Agreement assigning and substituting the Agreement from Roadrunner to RATP as the CONTRACTOR and extending the term to June 30, 2023 (First Amendment); and

WHEREAS, the parties desire to further amend the Agreement and First Amendment 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. Compensation.

- a. The first line of Section 6 of the Agreement is amended as follows (bold underlined text is added):

The total compensation CITY will pay CONTRACTOR for the services provided pursuant to this Agreement **is** as follows: ...

- b. Section 6 is amended to add the following paragraph between the second and third paragraphs (bold underlined text is added):

For Fiscal Year 2022-23, the unit cost CITY will pay to CONTRACTOR per Actual Vehicle Revenue Hour shall be increased to \$69.55, rather than \$58.59 as originally proposed by CONTRACTOR. CONTRACTOR shall use the entire value of that increase (the difference between \$69.55 and \$58.59) exclusively for the compensation increases necessary to recruit and retain CONTRACTOR's Operators, Dispatchers, Administrative staff, and General Manager employed in COLT service during FY 2022-23, as proposed in CONTRACTOR's Wage Adjustment Proposal to CITY. CONTRACTOR shall provide to CITY complete documentation verifying CONTRACTOR's use of said increase per above, and such documentation shall be in the form and

manner required by CITY’s Designated Representative. CONTRACTOR shall refund to CITY any such amounts CITY’s Designated Representative reasonably determines CONTRACTOR has not used for the purposes required by this paragraph. Any such refund shall be a debt owed by CONTRACTOR to CITY.

- c. Appendix 9 of Attachment 1A is amended as follows (bold stricken text is deleted; bold underlined text is added):

COST/PRICE PROPOSAL

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	OPTIONAL YEAR 1	OPTIONAL YEAR 2
	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23
COLT Unit Cost per Revenue Hour	\$50.52	\$51.79	\$53.08	\$54.41	\$55.77	\$57.16	\$58.59 \$69.55
COLT Estimated Annual Revenue Hour	20,609	20,609	20,609	20,609	20,609	20,609	20,609 23,915
COLT Total Cost (Unit Cost x Annual Revenue Hours)	\$1,041,252.2	\$1,067,283.5	\$1,093,965.6	\$1,121,314.7	\$1,149,347.6	\$1,178,081.3	\$1,207,533.3 \$1,663,288.00

- All references to “Attachment B” or “Contractor’s Cost/Price Proposal dated 3/23/16 in the Agreement and First Amendment are hereby amended to refer to “Appendix 9 of Attachment 1A”.
- Section 20.5 “Additional Indemnification” is added to the Agreement to read as follows:

20.5 Additional Indemnification. In addition to the requirements set forth in Section 20 above (Hold Harmless), in the event that CONTRACTOR or any employee, agent, subcontractor, or independent contractor of CONTRACTOR providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees’ Retirement System (“CalPERS”) to be classified as other than an independent contractor for CITY, then CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions to CalPERS, and any other damages and costs assessed to CITY as a consequence of, or in any way attributable to, the assertion that CONTRACTOR or any of CONTRACTOR’s personnel used to provide the services under this Agreement are other than independent contractors of CITY. CONTRACTOR shall also indemnify, defend, and hold harmless CITY against all employment related-claims, including wage claims, and from all applicable federal, state and local tax and insurance obligations (including but not limited to income tax withholding, unemployment taxes, FUTA, SDI, state unemployment insurance, Workers’ Compensation, disability, or other insurance), asserted against or imposed upon the CITY as a consequence of, or in any way attributable to, the assertion that CONTRACTOR or any of CONTRACTOR’s personnel used to provide services under this Agreement are other than independent contractors of CITY.

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

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

RATP DEV USA, INC.

CITY OF LOMPOC

By: _____
 Name: _____
 Title: _____

 Dean Albro, City Manager

By: _____
 Name: _____
 Title: _____

ATTEST:

 Stacey Haddon, City Clerk

APPROVED AS TO FORM:

 Jeff Malawy, City Attorney