**AMENDMENT NO. 1 TO**

**AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT, OPERATIONS AND CALL CENTER SERVICES**

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered into this ___ day of __________, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and MV Transportation, Inc., a California corporation ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement for City of Roseville Transit System Management, Operations and Call Center Services dated September 20, 2017 ("Agreement"); and

WHEREAS, CITY desires to amend the Agreement for an additional term; and

WHEREAS, CONTRACTOR is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. A new Section 12.5 is added to the Agreement, to read as follows:

"CITY is exercising its option to extend the term of the Agreement for an additional two (2) year period commencing July 1, 2021 and ending on June 30, 2023".

2. Additional Federal Clauses which were not included in Exhibit "C" to the Agreement are contained in Exhibit "C-1", attached hereto and incorporated herein by this reference.

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment No. 1 to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _________, adopted by the Council of the City of Roseville on the ___ day of ___________, 20__, and CONTRACTOR has caused this Amendment No. 1 to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _________________________
DOMINICK CASEY
City Manager

ATTEST:

BY: _________________________
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _________________________
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jason Shykowski Digitally signed by Jason Shykowski Date: 2021.05.19 09:38:58 -07'00'
JASON SHYKOWSKI
Public Works Director

MV TRANSPORTATION, INC., a
California corporation

BY: _________________________

its: President & COO

and

BY: _________________________

its: Executive Vice President & CFO



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EXHIBIT “C-1”

**Exhibit C-1**
**ADDITIONAL FEDERAL CLAUSES***
***Clauses not listed in prior agreement.**
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## #19 - PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)")

29 C.F.R. part 215

### Applicability to Contracts

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

### Flow Down

The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

### Model Clause/Language

There is no required language for the Public Transportation Employee Protective Arrangements clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

**Public Transportation Employee Protective Arrangements**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification**. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty**. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal

assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. **Special Arrangements**. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## #21 - SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

**Applicability to Contracts**

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

**Flow Down Requirements**

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

**Model Clause/Language**

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

**Safe Operation of Motor Vehicles**

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CITY.

**Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## #22 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f)

49 C.F.R. part 605

**Applicability to Contracts**

The School Bus requirements apply to contracts for operating public transportation service.

**Flow Down Requirements**

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

**Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

## School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:
   a. Bar the Contractor from receiving Federal assistance for public transportation; or
   b. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

## #28 – CONFLICT OF INTEREST

## 2 CFR 200.112

**Applicability to Contracts**

The requirements applies to all contracts using federal funding.

## Conflict of Interest

The Contractor and its subcontractors that perform work under this Agreement shall comply with Federal and State conflict of interest laws, regulations and policies, and applicable provisions of the CITY'S conflict of interest policy in regards to federal funds (CITY A.R. 4.06).