

CONTRACT AMENDMENT NO. 5

TRANSIT SERVICES AGREEMENT BETWEEN

THE VENTURA COUNTY TRANSPORTATION COMMISSION ("VCTC") AND

ROADRUNNER MANAGEMENT SERVICES, INC.

This Amendment No. 5 ("Amendment") by and between the Ventura County Transportation Commission ("VCTC") and ROADRUNNER MANAGEMENT SERVICES, Inc., herein referred to as "Contractor," is entered into as of this _____ day of _____ 2024. VCTC and Contractor shall be referred to collectively herein as "parties."

WHEREAS, on November 26, 2014, VCTC entered into a transit services agreement ("Agreement") with Contractor; and,

WHEREAS, on May 3, 2018, VCTC and Contractor entered into Contract Amendment No. 1 to increase the maximum compensation payable to Contractor to \$83,050,000 and to make various changes relating to the services, rates and Contractor operations under the Agreement; and,

WHEREAS, on August 1, 2019, VCTC and Contractor entered into Contract Amendment No. 2 to amend the Price Formula for monthly rates, revise certain maintenance provisions, as well as incorporate language to acknowledge VCTC's purchase of certain vehicles; and,

WHEREAS, on May 5, 2020, VCTC and Contractor entered into Contract Amendment No. 3 to increase the maximum compensation payable to Contractor to \$83,175,000 and to provide the Contractor compensation for certain COVID-19 pandemic response activities. Amendment No. 3 is effective for the period of March 1, 2020 through June 30, 2022; and,

WHEREAS, on May 6, 2022, VCTC and Contractor entered into Contract Amendment No. 4 to amend the Agreement's billing rates and the Contractor's employee compensation levels to enable Contractor to provide competitive and sustainable wages for its staff, thereby enabling Contractor to recruit and retain a stable workforce of qualified staff and thus, provide more reliable service to the customers of the transit system; and,

WHEREAS, VCTC and Contractor may, per the Agreement, exercise Option Years as one single three (3) year extension; and,

WHEREAS, VCTC and Contractor desire to enter into this Amendment No. 5 to extend the term of the Agreement, to adjust the maximum compensation to provide for the extension term, to provide wage rates, new fixed monthly fee rates, and variable service hours rates, and to provide a process for pass-through costs; and

NOW, THEREFORE, VCTC and Contractor agree as follows:

AGREEMENT

1. VCTC and Contractor agree that it would be of mutual benefit to exercise the available enumerated Option Years in the Agreement as one single (3) year extension. Said Option Years period will be effective from May 4, 2024 through May 3, 2027 (“Extension Term”).
2. Wage Rates. As of the first day of the Extension Term, the wage rates shown below will be effective and replace all previous wage rates provided under the Agreement, including any amendments. The wages rates are subject to the Maximum Compensation amount provided in Section 4 below.

Category	Amendment 4		Effective May 4th, 2024 '24/25 Rates		Effective May 4th, 2025 '25/26 Rates		Effective May 4th, 2026 '26/27 Rates	
	Min Rate	Max Rate	Min Rate	Max Rate	Min Rate	Max Rate	Min Rate	Max Rate
Driver (Full Time)	\$20.00	\$26.00	\$21.00	\$27.30	\$22.05	\$28.67	\$23.15	\$30.10
Driver (Part Time)	\$20.00	\$26.00	\$21.00	\$27.30	\$22.05	\$28.67	\$23.15	\$30.10
Lead Mechanic / Foreman	\$32.00	\$44.00	\$33.60	\$46.20	\$35.28	\$48.51	\$37.04	\$50.94
Mechanics	\$30.00	\$40.00	\$31.50	\$42.00	\$33.08	\$44.10	\$34.73	\$46.31
Operations Supervisor	\$20.00	\$26.00	\$21.00	\$27.30	\$22.05	\$28.67	\$23.15	\$30.10
Lead Dispatcher / Dispatcher	\$20.00	\$27.00	\$21.00	\$28.35	\$22.05	\$29.77	\$23.15	\$31.26
Utility / Detailers / Fuelers	\$15.00	\$19.00	\$18.00	\$22.00	\$18.54	\$22.66	\$19.10	\$23.34
Administrative Asst.	\$15.00	\$19.00	\$18.00	\$22.00	\$18.54	\$22.66	\$19.10	\$23.34
Farebox Clerks	\$15.00	\$19.00	\$18.00	\$22.00	\$18.54	\$22.66	\$19.10	\$23.34
Parts Clerk	\$20.00	\$28.00	\$21.00	\$29.40	\$22.05	\$30.87	\$23.15	\$32.41
Assistant Training Manager	\$23.00	\$34.00	\$24.15	\$35.70	\$25.36	\$37.49	\$26.63	\$39.36

3. Pass-Through Costs. If either Party believes that an additional purchase is necessary for operations under this Agreement, then the Parties will confer and VCTC may approve such additional purchases and such approved purchases will be pass-through costs to VCTC. VCTC will pay a 5% administrative fee for any agreed upon pass-through. This section does not apply to fuel pass-through costs. The Pass-Through Costs are subject to the Maximum Compensation amount provided in Section 4 below.
4. Maximum Compensation. Section 7 of the Agreement, as amended by Amendment No. 4, is hereby amended to increase the total “not to exceed” amount under the Agreement by \$40,539,312.68 for a new total not to exceed amount of \$124,525,312.68
5. Fixed Hourly/Monthly Rates. Upon the first day of the Extension Term, the following hourly rates and fixed monthly rates shall replace the fixed monthly rates and hourly rates provided in Amendment No. 4 and the rates below shall apply during the Extension Term, unless otherwise amended by a written amendment signed by both Parties. The Fixed Hourly/Monthly Rates are subject to the Maximum Compensation amount provided in Section 4 above.

	Extension Year 1	Extension Year 2	Extension Year 3
Fixed Fee (Monthly)	358,443	376,126	394,562
Variable Rate (Per Service Hour)	55.06	58.56	62.07

Except to the extent amended herein, all other provisions of the Agreement remain in full force and effect.

This Amendment may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one original, which shall be binding upon and effective as to all Parties.

[SIGNATURES ON THE FOLLOWING PAGE]

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Except to the extent amended herein, all other provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Amendment No. 5 on the _____ day of _____ 2024.

VENTURA COUNTY TRANSPORTATION COMMISSION

by: _____
Martin R. Erickson, Executive Director

Approved as to form

by: _____
Steven T. Mattas, General Counsel

CONTRACTOR: ROADRUNNER MANAGEMENT SERVICES, INC.
A wholly owned subsidiary of RATP Dev USA, LLC.

by: _____
Matt Booterbaugh, Deputy CEO