

CONTRACT AMENDMENT NO. 1
MASTER SERVICES AGREEMENT(MSA) NO. 5-21-70-28-05 BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION (“VCTC”) AND
ENGHOUSE TRANSPORTATION LLC.

This Amendment No. 1 (“Amendment”) by and between the Ventura County Transportation Commission (“VCTC”) and Enghouse Transportation LLC, herein referred to as “Contractor,” is entered into as of this 05 day of September 2025. VCTC and Contractor shall be referred to collectively herein as “parties.”

WHEREAS, on November 1, 2024 VCTC entered into a master services agreement No. 5-21-70-28-05 (“Agreement”) with Contractor; and,

WHEREAS, through this Amendment, VCTC desires to include an additional scope of work (Exhibit A.1) and its associated fees (Exhibit B.1). This shall add Valley Express services and its respective fare products to VCTC’s existing functionalities as provided by Enghouse.

WHEREAS, through this Amendment, VCTC desires to include an additional scope of work (Exhibit A.2) and its associated fees (Exhibit B.2). These additions with Enghouse are to develop and implement regional offerings, on behalf of the seven operators in the region, to facilitate discounts, inter-agency transfers, and regional fare capping.

WHEREAS, through this Amendment, VCTC desires to increase the Agreement’s not to exceed amount by \$183,480 for a new total not-to- exceed amount of \$203,480. This increase reflects an implementation fee of \$130,980 (as calculated by a per-operator fee, totaling \$96,980, in addition to \$34,000 to enable regional fare capping), an eligibility verification integration fee to enable a single discount enrollment pathway of a not-to-exceed amount of \$36,750, and any custom development work for agency-specific discount products not to exceed \$15,750.

NOW, THEREFORE, VCTC and Contractor agree as follows:

1. **Valley Express Scope:** Contractor hereby agrees to configure and integrate the Valley Express fare products into the existing back office supporting VCTC Intercity service as articulated in Exhibit A.1 and for the fees outlined in Exhibit B.1 attached hereto and incorporated herein.
2. **Regional Implementation Scope:** Contractor hereby agrees to implement regional fare offerings, including inter-agency transfers, regional fare capping, and discounts as articulated in Exhibit A.2 for the fees outlined in Exhibit B.2 attached hereto and incorporated herein.
3. **Increase to Not-to-Exceed:** VCTC hereby agrees to increase the total not-to-exceed amount set forth in Exhibit B of the Agreement by \$183,480 to a total not-to-exceed amount of \$203,480.

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.

IN WITNESS THEREOF, the parties have executed this Amendment No. 1 on the 5th day of September 2025.

Contractor:

Enghouse Transportation, LLC

Contracting Agency Name:

Ventura County Transportation Commission
751 E. Daily Dr., Suite 420, Camarillo, CA 93010
Martin Erickson, Executive Director

Ventura County Transportation Commission
751 E. Daily Dr., Suite 420, Camarillo, CA 93010
Mike Judge, Chairperson

Approved as to form:

Ventura County Transportation Commission
751 E. Daily Dr., Suite 420, Camarillo, CA 93010
Lindsay D'Andrea, VCTC General Counsel

Exhibit A.1 Valley Express User Agreement Scope of Work

1. Incorporate MSA by Reference

MSA 5-21-70-28-05 and its amendments are hereby incorporated by reference as if attached hereto.

2. Description

The Ventura County Transportation Commission (VCTC) is Ventura County's regional transportation planning agency and transit operator. VCTC operates two services: Intercity bus service and the Valley Express service. In 2024, VCTC was awarded Regional Early Action Plan (REAP) funds from the Southern California Association of Governments (SCAG) to collaboratively deploy contactless payment technology across the region's operators to facilitate a positive, streamlined customer experience when traveling across services in Ventura County.

The first open loop deployment in Ventura County was on VCTC's Intercity service in June 2025. VCTC worked with the California Integrated Travel Project (Cal-ITP) to contract with Kuba Inc., Enghouse Transportation LLC, and Elavon to deliver the hardware, software, and payment processing aspects of its open payment system. To facilitate a seamless customer experience and reduce the administrative burden on regional operators in delivering open loop payments, these same vendors will be contracted to deliver open loop payments. Pursuant to this Scope of Work, Enghouse shall provide final charge management services to enable the Valley Express fare structure and business rules.

Valley Express is a fixed-route, ADA-paratransit, and general public Dial-A-Ride service throughout the Heritage Valley in Ventura County, California. The service is provided by a cooperative agreement between the Cities of Fillmore, Santa Paula, the County of Ventura, and VCTC, who manages and operates the service. In fiscal year 2023-2024, Valley Express reported 40,930 riders and \$45,344 in fare revenue.

3. Summary of Enghouse Services for Valley Express

Enghouse shall perform the following services in accordance with the pricing outlined in Exhibit B.1 pursuant to this User Agreement:

- Configure and provide final charge management services to enable a one-way fare, a daily cap, and a monthly cap as specified below.
- Approve data, as defined and transmitted by Kuba Inc., to enable intra-agency transfer rules as specified below.
- Accept base fare calculations as transmitted by Kuba Inc.
- Configure Valley Express business rules within the existing VCTC transport portal.

4. Fare Structure and Business Rules

Overview of base fares and caps

The fare products that Enghouse will deploy for Valley Express include a one-way fare, a daily cap, and a monthly cap. The proposed fare structure is below. VCTC may adjust the price points for the Valley Express fare products in preparation for launch. All details on the regional fare caps are included in Exhibit A.2.

Fare Product	Price (Subject to Change)
One Way	\$1.25
Daily Cap	

Monthly Cap	\$20
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The Valley Express service observes the following county-wide fare-free promotional days:

- Clean Air Day (October 2)
- Veteran’s Day (November 11)
- Transit Equity Day (February 4)
- Earth Day (April 22)
- Dump the Pump Day (June 17)

Transfers

Enghouse shall approve data, as defined and transmitted by Kuba, to support a single transfer between Valley Express routes within two hours (intra-agency transfers).

The region is working to streamline its transfer rules, to be specified at a later date (i.e. one free transfer within 2 hours between any two operators). All details on inter-agency transfers are included in Exhibit A.2.

Discounts

Enghouse shall ensure that its services support all identified discount groups. The Valley Express service includes the following discount groups: Seniors (aged 65 or older), Medicare cardholders, and ADA-certified individuals. As VCTC intends to work with Enghouse to deploy discounts for all Ventura County operators through a single enrollment pathway, all details on the regional discounted fare structures are included in Exhibit A.2.

Additional services not included in the Scope of Work

Demand-response, paratransit, and other such services are currently operated by a third-party. At launch, only fixed-route services shall be equipped with a contactless open loop payment system. Expansion to other services (i.e. paratransit) in the future will be at the discretion of VCTC and its selected vendors.

5. On-board Technologies

The following information is for reference for the vendors only. The vendors are not responsible for the quality or availability of the systems described below, and any subsequent impacts on the project implementation.

- **Fleet** – Valley Express’ fleet includes five Dodge Promaster vans, six 22’ Glavel cutaway buses and four 27’ ARBOC cutaway buses.
- **CAD/AVL** – Syncromatics provides CAD-AVL services for all seven transit operators.
- **GTFS-RT** – Syncromatics provides GTFS-RT across all seven transit operators.
 - In addition, Trillium produces an operator-specific Static GTFS Feed for Valley Express.
- **Connectivity** – Each vehicle has a Cradlepoint Router with SIM and uses Verizon. All routers are managed by Syncromatics.

6. Items Specific to Category B (Transit Processor Services)

Pursuant to this Agreement, Enghouse shall process open loop transactions for the Valley Express service. Please refer to the sections above for applicable business rules and technologies. Enghouse shall provide final charge management services to enable base fares, fare caps, and intra-agency transfers for the Valley Express service. Enghouse shall perform other services for the regional implementation, including inter-agency transfers, regional fare caps, discounts, and customer support channels, as outlined in Exhibit A.2.

Enghouse shall configure the Valley Express service business rules within the existing transport portal that includes the VCTC Intercity service.

VCTC accepts Enghouse's standard reports as described in Exhibit A of the MSA (revenue, operations, KPI, customer metrics, bad debt/debt recovery, and dispute/chargeback reports). Enghouse shall make available data reports in CSV format. Enghouse shall provide transactions by passenger type (general fare, senior, Medicare card holder, etc.) and by route.

Within one month of launch, Enghouse shall make available an API to relay ridership and transaction data for the Valley Express service that will contribute to the Cal-ITP Metabase.

6.1 Determining whether any changes are needed to default service level agreements (SLAs) in the User Agreement

VCTC accepts the default SLAs in the Master Service Agreement.

6.2 Determining internal responsibilities for the project Category B

Matt Miller
Program Manager
mmiller@goventura.org

EXHIBIT B.1 – VALLEY EXPRESS PAYMENT AND BUDGET PROVISIONS

Transit Agency: Ventura County Transportation Commission

Contractor: Enghouse Transportation LLC (Enghouse)

Payment Acceptance Devices - Category A – (Not Offered)

A. Transit Processor Services - Category B –

- 1) Rates shall be based on revenue processed and services defined in this User Agreement taking any applicable breakpoints into account. For any revenue processed that is equal or greater to a breakpoint but smaller than the next breakpoint, fees shall be priced in accordance with the rate for that breakpoint. Contractor will waive monthly charges for the **first three months after launch**. Breakpoints are defined as follows:

Breakpoints	% of the total processed revenue to be charged (per month)
\$0-\$5,000	1.68%
\$5,000-\$10,000	1.68%
\$10,000-\$15,000	1.61%
\$15,000-\$25,000	1.54%
\$25,000-\$50,000	1.54%
\$50,000-\$100,000	1.40%
\$100,000-\$500,000	1.40%
\$500,000-\$1,000,000	1.40%
\$1,000,000-\$5,000,000	1.26%
\$5,000,000-\$10,000,000	1.12%
>\$10,000,000	0.98%

1. RATES

The not-to-exceed pricing for MSA products and services to be provided to the Transit Agency are listed in Exhibit B.1 - Rate Sheet. All prices and fees shall be fixed for the entire MSA term including any optional extension periods unless the State approves a price adjustment in accordance with Section 6, Rate Adjustments.

- 2) For Transit Processing Services, the rate shall include the Published Processing Services Rate which is based on the Total Revenue Processed (see Exhibit G: Definitions of the MSA), comprising fare revenues processed under all User Agreements with Contractor. At no point in time shall the rate charged exceed the effective Published Processing Services Rate.
- 3) For Transit Processing Services the rate charged shall also include the rate for free (\$0) fare transactions if the Transit Agency has free fare transactions for Transit Customers.
 - Rate for free (\$0) fare transactions – \$0.02
- 4) Other fee terms include:
 - Implementation service fee – See Exhibit B.2 for regional implementation service fee.
 - Integration fees with validator and payment processor – waived
 - Eligibility verification fee – See Exhibit B.2 for regional eligibility verification fee. Should an agency pursue a discount group or pricing that does not align with the regional benefits implementation, Enghouse may charge up to \$5,250 per customization.
 - Custom development – \$140/hour (no hours currently estimated in this Scope of Work)

2. TRANSIT PROCESSING SERVICES RATE DETERMINATION AND PUBLICATION (Category B Only)

Upon award of this MSA, the Published Processing Services Rate will be the rate associated with breakpoint 1.

Thereafter, the Published Processing Services Rate for Contractor's Transit Processing Services shall be determined bi-annually and shall be valid for six (6) calendar months. The rate shall be determined by taking the monthly average of Total Revenue Processed over the previous six (6) calendar months, provided that only months with a non-zero Total Revenue Processed shall be included in the average.

Not later than on January 31st and July 31st of each calendar year, Contractor shall send a rate determination request the following to Masters@dgs.ca.gov and cal-itp@dot.ca.gov:

- Total Revenue Processed and its constituent monthly parts for the covered time period (July 1st – December 31st or January 1st – June 30th respectively); and
- Corresponding rate for the subsequent period

DGS and Caltrans shall publish the new Published Processing Services Rate no later than March 15th and September 15th, as the case may be. This rate shall be valid from October 1st until March 31st and April 1st until September 30th respectively.

Period for determining rate	Submission due	Publishing Date	Period to apply new rate
January 1 – June 30	July 31 st	September 15 th	October 1 – March 31
July 1 – December 31	January 31 st	March 15 th	April 1 – September 30

If the State raises questions or disputes the accuracy of Contractor's Total Revenue Processed or the corresponding rate, Contractor shall respond within 5 working days to written questions or requests for supporting information. In case no agreement can be reached between State and Contractor before the required publishing date, the lower of the current Published Processing Services Rate and Contractor's calculated rate for the next period shall apply.

3. TRAVEL

The Transit Agency may allow additional travel reimbursement as permitted, which must be itemized separately on the invoice. The Contractor must have prior approval by the Transit Agency for any additional travel reimbursement. Reimbursements requests must include dates and receipts for all costs and expenses incurred.

4. INVOICES

A. Submission of Invoices

- 1) The Contractor shall submit itemized invoices to the Transit Agency contact person at the address contained in the Transit Agency's User Agreement. The information is mandatory information to be provided for all invoices:
 - a) DGS MSA Number
 - b) Transit Agency Contract Number
 - c) Transit Agency Order Number
 - d) Transit Agency Billing Code
 - e) Transit Agency Name
 - f) Transit Agency Address
 - g) Description of services ordered
 - h) Pricing information, specified by Tier or Breakpoint where applicable
- 2) The Transit Agency contact person will verify and approve, or disapprove, the invoiced items. If the Transit Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

5. PAYMENT

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered. The Contractor shall invoice Transit Agencies in arrears upon successful completion of services. Invoices for services are not due and payable, and do not constitute an obligation of the Transit Agency, until the month following the month for which charges are accrued.

Payment shall be made within 45 days in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927 unless agreed otherwise in the User Agreement.

6. RATE ADJUSTMENTS

Contractor may request Consumer Price Index (CPI) rate increases for services should the State decide to execute the options to extend. Rate increases may be requested no more than once annually and may only be requested following the initial five (5) year term of the Agreement. Rate increases shall be capped at three percent (3%) for a given year and may only be requested when the CPI for the "Public Transportation" goods and services category, as published by the U.S. Department of Labor, Bureau of Labor Statistics has increased one percent (1%) or greater for the previous calendar year. The website, subject to change without amendment to this Agreement, can be found at the [CPI Index](https://www.bts.gov/components-consumer-price-index-transportation) (<https://www.bts.gov/components-consumer-price-index-transportation>).

The Contractor shall submit a written request to the DGS Contract Administrator, provide a copy of the index and other supporting documentation necessary to support the adjustment. Rates will be fixed for twelve (12) months following an approved price adjustment. Adjustments shall not be retroactive.

Exhibit A.2 Regional Implementation User Agreement Scope of Work

1. Incorporate MSA by Reference

MSA 5-21-70-28-05 and its amendments are hereby incorporated by reference as if attached hereto.

2. Description

The Ventura County Transportation Commission (VCTC) is Ventura County's regional transportation planning agency and transit operator. VCTC operates two services: Intercity bus service and the Valley Express service. In 2024, VCTC was awarded Regional Early Action Plan (REAP) funds from the Southern California Association of Governments (SCAG) to collaboratively deploy contactless payment technology across the region's operators to facilitate a positive, streamlined customer experience when traveling across services in Ventura County.

The first open loop deployment in Ventura County was on VCTC's Intercity service in June 2025. VCTC worked with the California Integrated Travel Project (Cal-ITP) to contract with Kuba Inc., Enghouse Transportation LLC, and Elavon to deliver the hardware, software, and payment processing aspects of its open payment system. To facilitate a seamless customer experience and reduce the administrative burden on regional operators in delivering open loop payments, these same vendors will be contracted to deliver open loop payments. Pursuant to this Scope of Work, Enghouse shall provide final charge management services to enable regional fare capping, inter-agency transfers, discounts, and a centralized customer support portal.

Seven transit operators serve the Ventura County region through eight services, which will all be recipients of the regional products included in this contract: Camarillo Area Transit, Gold Coast Transit District, Moorpark Transit, Ojai Trolley, Simi Valley Transit, Thousand Oaks Transit, and Ventura County Transportation Commission, who operates the Valley Express service. A brief description of each transit operator and service is below:

- **Camarillo Area Transit (CAT)** – CAT provides fixed-route, trolley, and paratransit/dial-a-ride services within the city limits. CAT's services also ensure regional connectivity to neighboring operators, such as Moorpark, Thousand Oaks, Simi Valley, Oxnard and Camarillo Metrolink. In Fiscal Year 2023-2024, CAT reported 28,517 riders and an annual revenue of \$34,191.47.
- **Gold Coast Transit District (GCTD)** – GCTD provides fixed-route, and paratransit/dial-a-ride services in western Ventura County. GCTD's service area includes the Cities of Ventura, Oxnard, Port Hueneme and Ojai and surrounding unincorporated communities. In Fiscal Year 2023-2024, GCTD reported 3,772,608 riders and an annual revenue of \$3,504,886.
- **Moorpark** – Moorpark Transit provides fixed-route, microtransit, and paratransit/dial-a-ride services within and beyond the city limits. In Fiscal year 2023-2024, Moorpark Transit reported 30,749 riders and an annual revenue of \$38,793.67. By introducing a contactless open-loop payment system, Moorpark Transit hopes to increase system efficiency for both operators and riders, ultimately resulting in higher ridership.
- **Ojai Trolley** – The Ojai Valley is served by the Ojai Trolley, offering downtown area transportation in our charming Trolleys on two routes. In fiscal year 23/24, Ojai Trolley reported approximately 50,000 riders and \$25,000 in fare revenue.
- **City of Simi Valley Transit (SVT)** – SVT provides fixed-route, microtransit, and paratransit/dial-a-ride services within the city limits. SVT's services also ensure regional connectivity to neighboring operators, such as the Ventura County Transit Commission and LA Metro. In 2024, SVT reported 195,655 riders and an annual revenue of \$99,068.62. By introducing a contactless open-loop payment system, SVT hopes to improve customer convenience by offering a new, modern way to pay for fares.
- **Thousand Oaks** – Thousand Oaks operates five local bus routes and one seasonal bus route to Zuma Beach and Ventura Harbor, serving Thousand Oaks, Newbury Park, and surrounding areas. In Fiscal Year

2023-2024, Thousand Oaks reported 156,678 riders and an annual revenue of \$362,824.

- **Valley Express** – Valley Express is a fixed-route, ADA-paratransit, and general public Dial-A-Ride service throughout the Heritage Valley in Ventura County, California. The service is provided by a cooperative agreement between the Cities of Fillmore, Santa Paula, the County of Ventura, and VCTC, who manages and operates the service. In fiscal year 2023-2024, Valley Express reported 40,930 riders and \$45,344 in fare revenue.

Regional Implementation Planning: Project Charter

A formal Project Charter will be developed by VCTC in coordination with all key stakeholders, including Enghouse. This Charter will identify and document roles, responsibilities, deliverables, timelines, and key resource commitments for each participating operator supporting the regional open-loop payments launch.

The Charter shall serve as a project coordination tool intended to foster effective implementation, promote accountability, and support alignment among all project participants. However, the Charter shall not be interpreted as modifying, superseding, or introducing any new obligations, legal responsibilities, performance requirements, additional product development, or financial commitments beyond those expressly stated in this Agreement.

Enghouse shall collaborate in good faith in the development of the Charter and shall make reasonable efforts to align its project planning and execution with the responsibilities attributed to it therein.

3. Summary of Enghouse Services for Regional Implementation

Enghouse shall perform the following services in accordance with the pricing outlined in Exhibit B.2 pursuant to this User Agreement:

- Configure and provide final charge management services to enable regional fare cap products as specified below.
- Verify compatibility of data, as defined and transmitted by Kuba Inc., to enable inter-agency transfer rules as specified below.
- Configure and enable discount groups across agency-specific and regional fare products through a single repository for eligibility verification.
- Enable a single customer support portal for the region.

4. Fare Structure and Business Rules

Overview of Regional Fare Structure

For the regional implementation, Enghouse shall ensure that its services include the following recommended fare products: a regional daily, weekly, and/or monthly cap. VCTC will work with the regional operators to align on the pricing for the regional caps in preparation for launch.

All transit operators observe the following county-wide fare-free promotional days:

- Clean Air Day (October 2)
- Veteran's Day (November 11)
- Transit Equity Day (February 4)
- Earth Day (April 22)
- Dump the Pump Day (June 17)

Inter-agency Transfers

For the regional implementation, Enghouse shall verify compatibility of data, as defined and transmitted by Kuba, to support inter-agency transfer rules (between Ventura County operators) as specified below:

- Currently, all transit operators accept free transfers from VCTC services within two hours. In addition, GCTD accepts transfers from Ojai Trolley within two hours. All transit operators request the flexibility to

enable inter-agency transfers.

- The region is working to streamline transfer rules, to be specified at a later date (i.e. one free transfer within 2 hours between any two operators).

Discounts

Enghouse shall ensure that its services support all identified discount groups. All transit operators currently include the following discount groups: Seniors (aged 65 or older), Medicare cardholders, and ADA-certified individuals. Additionally, GCTD identifies veterans as an additional discount group. VCTC will work with the regional operators to align on a consistent set of discount groups and pricing prior to launch. In the future, VCTC, along with the regional operators, may request to include other discount groups when pathways are available, which may be subject to additional costs.

The current fare structure for discounted fares is below. Operators reserve the right to adjust pricing for discounted fares in preparation for launch, assuming they adhere to consistent business rules across all operators. Based on the current fare structure, custom development work may be required for GCTD, Thousand Oaks, and Valley Express discount offerings.

	CAT		GCTD	Moorpark	Ojai Trolley	SVT	Thousand Oaks	Valley Express
	Fixed-route	Trolley						
One Way	\$0.50	\$0.50	\$1	Discount groups ride for free, out of scope for now.	\$0.75	\$0.75	\$0.50	\$0.60
Daily Cap			\$2		\$2	\$2.50		
Monthly Cap	Price not to exceed regional		Price not to exceed regional			\$25	\$14	\$10
Regional Daily/Monthly Cap	Price to be Determined							

Additional services not included in the Scope of Work

Demand-response, paratransit, and other such services are currently operated by a third-party. At launch, only fixed-route services shall be equipped with a contactless open loop payment system. Expansion to other services (i.e. paratransit) in the future will be at the discretion of VCTC and its selected vendors.

5. On-board Technologies

The following information is for reference for the vendors only. The vendors are not responsible for the quality or availability of the systems described below, and any subsequent impacts on the project implementation.

- **Fleets**
 - CAT's fleet consists of three 16-passenger cutaway vehicles and one 24-passenger trolley buses.
 - GCTD's fleet consists of 17 35-ft NABI vehicles, 5 40-ft New Flyer vehicles, and 39 40-ft Gillig vehicles.
 - Moorpark Transit's fixed-route fleet includes 5 El Dorado EZ Rider buses. All vehicles in the fleet

- are currently maintained by neighboring City of Thousand Oaks Transit
- Ojai Trolley's fleet is made up of five trolley buses; one additional trolley is anticipated in 2026.
- SVT's fixed-route fleet includes 11 New Flyer vehicles, including eight XN35 and three XN40.
- Thousand Oaks' fleet consists of six Gillig buses, three Ford E450 cutaways, two Orion VII buses, and one All-American bus
- Valley Express' fleet includes five Dodge Promaster vans, six 22' Glavel cutaway buses and four 27' ARBOC cutaway buses.
- **CAD/AVL** – Syncromatics provides CAD-AVL services for all seven transit operators.
- **GTFS-RT** – Syncromatics provides GTFS-RT across all seven transit operators.
 - In addition, Trillium produces an operator-specific Static GTFS Feed for CAT, Moorpark, and Thousand Oaks.
 - Ojai Trolley produces their own GTFS Feed.
 - SVT, VCTC, and Valley Express produce their own Static GTFS feed using Remix.
 - GCTD produces their own Static GTFS Feed using INIT Mobile Plan.
- **Connectivity** – Each vehicle has a Cradlepoint Router with SIM and uses Verizon. All routers are managed by Syncromatics.

6. Items Specific to Category B (Transit Processor Services)

For the regional implementation, Enghouse shall provide final charge management services to enable inter-agency transfers, regional fare capping, and rider discounts. Please refer to the sections above for applicable business rules and technologies.

The Ventura region intends to share a single repository for eligibility verification. Enghouse shall deliver a single integration for all remaining operators and services with the Cal-ITP Benefits tool. To facilitate a single integration, Enghouse expects that all operators will adhere to the same discount groups and percentage discount per rider group. Any deviations may be priced separately.

Enghouse shall enable a single customer portal for the region, allowing riders to manage travel histories across all seven operators through a single channel.

The Ventura region operators accept the Enghouse's standard reports as described in Exhibit A of the MSA (revenue, operations, KPI, customer metrics, bad debt/debt recovery, and dispute/chargeback reports). Enghouse shall make available data reports in CSV format. Enghouse shall provide transactions by passenger type (general fare, senior, Medicare card holder, etc.) and by route.

Within one month of launch, Enghouse shall make available an API to relay ridership and transaction data for all operators that will contribute to the Cal-ITP Metabase.

6.1 Determining whether any changes are needed to default service level agreements (SLAs) in the User Agreement

VCTC and partners accept the default SLAs in the Master Service Agreement.

6.2 Determining internal responsibilities for the project Category B

Matt Miller
 Program Manager
mmiller@goventura.org

EXHIBIT B.2 – REGIONAL IMPLEMENTATION PAYMENT AND BUDGET PROVISIONS

Transit Agency: Ventura County Transportation Commission

Contractor: Enghouse Transportation LLC (Enghouse)

1. RATES

The not-to-exceed pricing for MSA products and services to be provided to the Transit Agency are listed in Exhibit B.1 - Rate Sheet of the MSA. All prices and fees shall be fixed for the entire MSA term including any optional extension periods unless the State approves a price adjustment in accordance with Section 6, Rate Adjustments.

A. Payment Acceptance Devices - Category A – (Not Offered)

B. Transit Processor Services - Category B –

- 1) For the regional implementation, key fee terms include:
 - Implementation service fee: total **Not-to-Exceed (NTE) \$130,980**. This includes the delivery of base fare offerings and enabling regional fare products, as described below.
 - i. Base fare offerings: VCTC shall be invoiced for implementation fees (included below) on behalf of each operator.

Operator	Implementation Fee
CAT	\$9,800
GCTD	\$29,000
Moorpark	\$10,100
Ojai Trolley	\$10,100
SVT	\$12,100
Thousand Oaks	\$12,440
Valley Express	\$13,440

- ii. To enable regional fare products: \$34,000
 - Integration fees with validator and payment processor: waived
 - Eligibility verification fee:
 - i. The planned implementation shall leverage an overarching eligibility discount, at an NTE of **\$36,750**. This is included in the overall NTE on Page 1.
 - ii. Should the implementation require any agency-specific customization to discount pricing, these shall not exceed \$5,250 per agency. Given potential deviations identified, this will amount to an NTE of **\$15,750**. This is included in the overall NTE on Page 1.
 - Custom development: \$140/hour (no hours currently estimated in this Scope of Work)
- 2) Total Not-to-Exceed Amount

The total upfront costs for this project cannot exceed a total of **\$183,480**.

2. TRANSIT PROCESSING SERVICES RATE DETERMINATION AND PUBLICATION (Category B Only)

Upon award of this MSA, the Published Processing Services Rate will be the rate associated with breakpoint 1.

Thereafter, the Published Processing Services Rate for Contractor's Transit Processing Services shall be determined bi-annually and shall be valid for six (6) calendar months. The rate shall be determined by taking the monthly average of Total Revenue Processed over the previous six (6) calendar months, provided that only months with a non-zero Total Revenue Processed shall be included in the average.

Not later than on January 31st and July 31st of each calendar year, Contractor shall send a rate determination request the following to Masters@dgs.ca.gov and cal-itp@dot.ca.gov:

- Total Revenue Processed and its constituent monthly parts for the covered time period (July 1st – December 31st or January 1st – June 30th respectively); and
- Corresponding rate for the subsequent period

DGS and Caltrans shall publish the new Published Processing Services Rate no later than March 15th and September 15th, as the case may be. This rate shall be valid from October 1st until March 31st and April 1st until September 30th respectively.

Period for determining rate	Submission due	Publishing Date	Period to apply new rate
January 1 – June 30	July 31 st	September 15 th	October 1 – March 31
July 1 – December 31	January 31 st	March 15 th	April 1 – September 30

If the State raises questions or disputes the accuracy of Contractor's Total Revenue Processed or the corresponding rate, Contractor shall respond within 5 working days to written questions or requests for supporting information. In case no agreement can be reached between State and Contractor before the required publishing date, the lower of the current Published Processing Services Rate and Contractor's calculated rate for the next period shall apply.

3. TRAVEL

The Transit Agency may allow additional travel reimbursement as permitted, which must be itemized separately on the invoice. The Contractor must have prior approval by the Transit Agency for any additional

travel reimbursement. Reimbursements requests must include dates and receipts for all costs and expenses incurred.

4. INVOICES

B. Submission of Invoices

- 1) The Contractor shall submit itemized invoices to the Transit Agency contact person at the address contained in the Transit Agency's User Agreement. The information is mandatory information to be provided for all invoices:
 - a) DGS MSA Number
 - b) Transit Agency Contract Number
 - c) Transit Agency Order Number
 - d) Transit Agency Billing Code
 - e) Transit Agency Name
 - f) Transit Agency Address
 - g) Description of services ordered
 - h) Pricing information, specified by Tier or Breakpoint where applicable
- 2) The Transit Agency contact person will verify and approve, or disapprove, the invoiced items. If the Transit Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

5. PAYMENT

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered. The Contractor shall invoice Transit Agencies in arrears upon successful completion of services. Invoices for services are not due and payable, and do not constitute an obligation of the Transit Agency, until the month following the month for which charges are accrued.

Payment shall be made within 45 days in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927 unless agreed otherwise in the User Agreement.

6. RATE ADJUSTMENTS

Contractor may request Consumer Price Index (CPI) rate increases for services should the State decide to execute the options to extend. Rate increases may be requested no more than once annually and may only be requested following the initial five (5) year term of the Agreement. Rate increases shall be capped at three percent (3%) for a given year and may only be requested when the CPI for the "Public Transportation" goods and services category, as published by the U.S. Department of Labor, Bureau of Labor Statistics has increased one percent (1%) or greater for the previous calendar year. The website, subject to change without amendment to this Agreement, can be found at the [CPI Index](https://www.bts.gov/components-consumer-price-index-transportation) (<https://www.bts.gov/components-consumer-price-index-transportation>).

The Contractor shall submit a written request to the DGS Contract Administrator, provide a copy of the index and other supporting documentation necessary to support the adjustment. Rates will be fixed for twelve (12) months following an approved price adjustment. Adjustments shall not be retroactive.