

CONTRACT AMENDMENT NO. 6

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 \_\_\_\_\_ 2026. VCTC and Contractor shall be referred to collectively herein as "parties."

WHEREAS, on November 26, 2014, VCTC entered into a transit services agreement (together with all Amendments specified below the "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, on April 5, 2024, VCTC and Contractor entered into Contract 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

WHEREAS, the parties acknowledge that other local transit agencies in the Ventura County region entered into a Memorandum of Understanding ("MOU") with Service Employees International Union Local 721 establishing increased compensation levels for transit personnel; and

WHEREAS, VCTC and Contractor desire to enter into this Contract Amendment No. 6 to make adjustments to certain wage rates and the fixed hourly rates and fixed monthly rates under the Agreement in order to achieve competitive compensation levels in the region and to support the recruitment and retention of qualified transit personnel; and

NOW, THEREFORE, VCTC and Contractor agree as follows:

**AGREEMENT**

1. **Wage Rates.** Effective as of the first day of June 2026, the wage rates for Drivers (Full-Time) and Operations Supervisors/Dispatchers shown below shall replace all previous wage rates provided under the Agreement. The wage rates provided herein are subject to the Maximum Compensation amount provided in Section 7 of the Agreement.

| <b>Drivers (Full-Time)</b> |          |          |                |                      |
|----------------------------|----------|----------|----------------|----------------------|
| <b>Months of Service</b>   |          |          | <b>Current</b> | <b>Eff. 6/1/2026</b> |
| 1                          | 0-11     | New hire | \$ 23.17       | \$ 25.69             |
| 2                          | 23-Dec   | 1 YOS    | \$ 23.17       | \$ 25.85             |
| 3                          | 24-35    | 2 YOS    | \$ 24.03       | \$ 28.05             |
| 4                          | 36 to 47 | 3 YOS    | \$ 24.92       | \$ 29.32             |
| 5                          | 48 to 59 | 4 YOS    | \$ 25.78       | \$ 30.64             |
| 6                          | 60 to 71 | 5 YOS    | \$ 26.66       | \$ 32.02             |
| 7                          | 72 to 83 | 6 YOS    | \$ 26.66       | \$ 33.46             |
| 8                          | 84 +     | 7 YOS    | \$ 26.66       | \$ 34.96             |

| <b>Operations Supervisors/Dispatchers</b> |          |          |                |                      |
|---|----------|----------|----------------|----------------------|
| <b>Months of Service</b>                  |          |          | <b>Current</b> | <b>Eff. 6/1/2026</b> |
| 1   | 0-11     | New hire | \$ 24.17       | \$ 26.69             |
| 2   | 23-Dec   | 1 YOS    | \$ 24.17       | \$ 27.85             |
| 3   | 24-35    | 2 YOS    | \$ 25.03       | \$ 29.05             |
| 4   | 36 to 47 | 3 YOS    | \$ 25.92       | \$ 30.32             |
| 5   | 48 to 59 | 4 YOS    | \$ 26.78       | \$ 31.64             |
| 6   | 60 to 71 | 5 YOS    | \$ 27.66       | \$ 33.02             |
| 7   | 72 to 83 | 6 YOS    | \$ 27.66       | \$ 34.46             |
| 8   | 84 +     | 7 YOS    | \$ 27.66       | \$ 35.96             |

2. **Fixed Hourly/Monthly Rates.** Section 8(a) and Section 8(b) of the Agreement is amended such that effective July 1, 2026, the fixed hourly rates (also referred to as the "Gate-to-gate rates" in the Agreement) and fixed monthly rates both set forth below shall replace the previously applicable rates. The rates set forth below are subject to the Maximum Compensation amount provided in Section 7 of the Agreement.

| <b>Fee Type</b>                          | <b>Previous Rate</b> | <b>Revised Rate Eff. 7/1/2026</b> |
|--|----------------------|-----------------------------------|
| Fixed Monthly Fee                        | \$ 394,562           | \$ 399,521                        |
| Fixed Hourly Rate<br>(Gate-to-gate Rate) | \$ 62.07             | \$ 68.18                          |

Except to the extent amended herein, all other provisions of the Agreement remain in full force and effect. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement, as amended.

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. 6 on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

VENTURA COUNTY TRANSPORTATION COMMISSION

by: \_\_\_\_\_  
Martin R. Erickson, Executive Director

Approved as to form

by: \_\_\_\_\_  
Lindsay D'Andrea, General Counsel

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

by: \_\_\_\_\_  
Matt Booterbaugh, CEO