

USER AGREEMENT

1. This User Agreement is entered into between **Ventura County Transportation Commission (VCTC)** "Contracting Agency" and **Enghouse Transportation LLC** "Contractor". This User Agreement expressly incorporates the California Master Service Agreement (MSA) No. 5-21-70-28-05 which is incorporated herein. This User Agreement contract form serves as an appropriate equivalent to the STD 213 as required by the MSA.

Contracting Agency: Ventura County Transportation Commission

Contractor Name: Enghouse Transportation LLC

2. The Term of this Agreement is:

Start Date: 11/1/2024

Through End Date: 10/31/2029

3. The maximum amount of this Agreement for Travel and Eligibility verification fee is \$20,000 (including \$15,000 in travel expenses).

Custom development costs are priced at \$140/hour.

Other amounts to be determined according to amount of fare revenue collected through system.


See Exhibit B for pricing.

4. **Exhibits.** The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit B	Payment Provisions	4
MSA 5-21-70-28-05	MSA 5-21-70-28-05 is hereby incorporated by reference. The MSA is available at: https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=5-21-70-28-05	

In Witness Whereof, This Agreement has been executed by the parties hereto.

Contractor:



Anne Luu, Finance Director
Enghouse Transportation LLC

Date: 10/22/2024

80 Tiverton Court, Suite 800
Markham, ON
L3R 0G4

Contracting Agency Name:

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

Date: _____

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

Date: _____

Approved as to form:

Ventura County Transportation Commission
751 E. Daily Dr., Suite 420, Camarillo, CA 93010
Steven T. Mattas, VCTC General Counsel

Date: _____



User Agreement Scope of Work

1. Incorporate MSA by Reference

MSA 5-21-70-28-05 and its amendments is 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's objective is to include contactless open loop payment options to improve the customer experience, modernize its fleet, and offer new pathways toward regional interoperability.

This solicitation is focused solely on VCTC Intercity service at this time. VCTC Intercity operates 7 routes, as outlined below. Fiscal Year 2022-2023, VCTC Intercity collected \$753,893 in fares (S). Please refer to VCTC's system map in Appendix A. In the future, VCTC is also interested in incorporating open-loop onto its Valley Express service (16 total vehicles).

VCTC is one of 8 transit operators in the Ventura County area that seek to leverage California's MSA's; other agencies may include Camarillo Area Transit, Gold Coast Transit District, Moorpark Transit, Ojai Trolley, Simi Valley Transit, and Thousand Oaks Transit. The additional transit agencies may seek to deploy a similar technology stack to offer regional interoperability when funding becomes available for open loop deployment on their systems.

Enghouse Transportation LLC is expected to integrate with the selected Category A vendor, Kuba Inc., and payment processor, Elavon. The implementation timeline will be outlined in the forthcoming program plan.

3. Fare Structure and Business Rules

VCTC Intercity will implement the following fare policies (see Appendix B):

- VCTC Intercity operates seven (7) routes that differ as follows:
 - Route 50 Highway 101*, Route 60-62 Highway 126, Route 70-73 East County, Route 77 Cross County Limited, Route 90-99 Channel Islands: flat fare of \$1.75
 - *Route 55 Conejo Connection: flat fare of \$1.75 if the rider boards within Ventura County and \$4 boarding outside
 - *Route 55x Conejo Connection: flat fare of \$4
 - Route 80-89 Coastal Express: flat fare of \$4
 - The system shall accommodate all three models with a single tap.



- Transfers across VCTC Intercity services include:
 - Transfers between general routes are free
 - Transfers from a general route to the Coastal Express route are \$1.50
 - Transfers to the Conejo Connection (Route 55x) will be \$1.50
 - All transfers are valid for 120 minutes after issue
 - VCTC is interested in facilitating transfers between VCTC and Santa Barbara MTD. The system shall enable this capability with SBMTD (which currently holds contracts with Kuba and LittlePay). Transfers would be priced as follows:
 - SBMTD to VCTC service: \$1.50
 - VCTC to SBMTD service: \$1.00
- Fare capping will be as follows:
 - Route 50 Hwy 101, Route 60-62 Highway 126, Route 70-73 East County, Route 77 Cross County Limited, Route 90-99 Channel Islands: weekly cap of \$12.50
 - Route 55 and 55x Conejo Connection and Route 80-89 Coastal Express: weekly cap of \$32.50
 - Fare cap pricing is subject to change

As available, VCTC Intercity would like to include Seniors (age 65 and older) and Medicare/ADA as discount groups for base fare and weekly cap products.

4. On-board Technologies

VCTC Intercity's fleet consists of 20 MCI D4500 and 11 MCI D4505 buses. VCTC has 5 BYD C10m's ordered and slated to be delivered by end of 2024 and will have 5 MCI D45 CRT LE's ordered and slated to be delivered by January 2025. VCTC currently uses Genfare fareboxes for cash/coin and magnetic stripe passes and Umo for contactless stored value and regional passes (mobile QR code & physical card). Syncromatic is VCTC's CAD-AVL and GTFS-RT provider (they also service the other seven operators in the county). In addition, Trillium produces a VCTC Intercity only Static GTFS Feed. Each bus has a Cradlepoint Router with SIM and uses Verizon. VCTC would like to provide connectivity to PADs through the cradlepoint. The system shall be able to operate on this network immediately. If the vendor is unable to connect through VCTC's current system, an alternative connectivity plan is requested (VCTC may consider FirstNet plans with Cal-ITP if needed).

5. Scope of Work for Category A (Kuba)

Initially, VCTC requested 45 total PADs (as outlined in the table below) from Kuba. Validators will be installed on the entire fleet at the front boarding door near the farebox. Specific placement is to be determined once the vendor inspects the vehicles. Vendors, please provide a preliminary implementation plan with your



proposal. Further, please confirm that VCTC will be able to download and print equipment reports for audits (i.e., asset location, inventory list, etc.).

PAD Unit Type	PAD Units Needed
Front door units	41
Spare units	4

Value-add Requests

VCTC is interested in purchasing installation services, extensive training, and extended warranty and asks that vendors submit a quote and description of services for each. Further, VCTC requests that vendors describe their solution for power delay units (e.g. equipment, installation, price). Based upon these quotes, VCTC may elect to exercise an option to purchase these additional services and add them into the Agreement via written amendment.

VCTC expects a respectful, responsive project manager to assist with ongoing troubleshooting and general support. VCTC requests a quote and description from the vendor that outlines the level of involvement and availability of the project manager beyond implementation. Based upon this quote, VCTC may elect to exercise an option to purchase these additional services and add them into the Agreement via written amendment.

5.1 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.

5.2 Determining internal responsibilities for the project Category A

Matt Miller

Program Manager

mmiller@goventura.org

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

Vendor shall provide customer support channels and services for VCTC's riders. VCTC accepts the reporting standards as described in Exhibit A and requires that all reports be provided in Excel format. All



reports shall include a retrieval reference number for all transactions, route, transaction date, and transaction amount.

Please refer to VCTC's business rules described in Section 3, above. Vendor shall deliver a preliminary implementation plan to VCTC.

Value-add Requests

VCTC makes no value-add requests at this time but welcomes vendors to propose solutions if needed and reserves the right to request value-add services in the future and add them to the Agreement via written amendment.

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

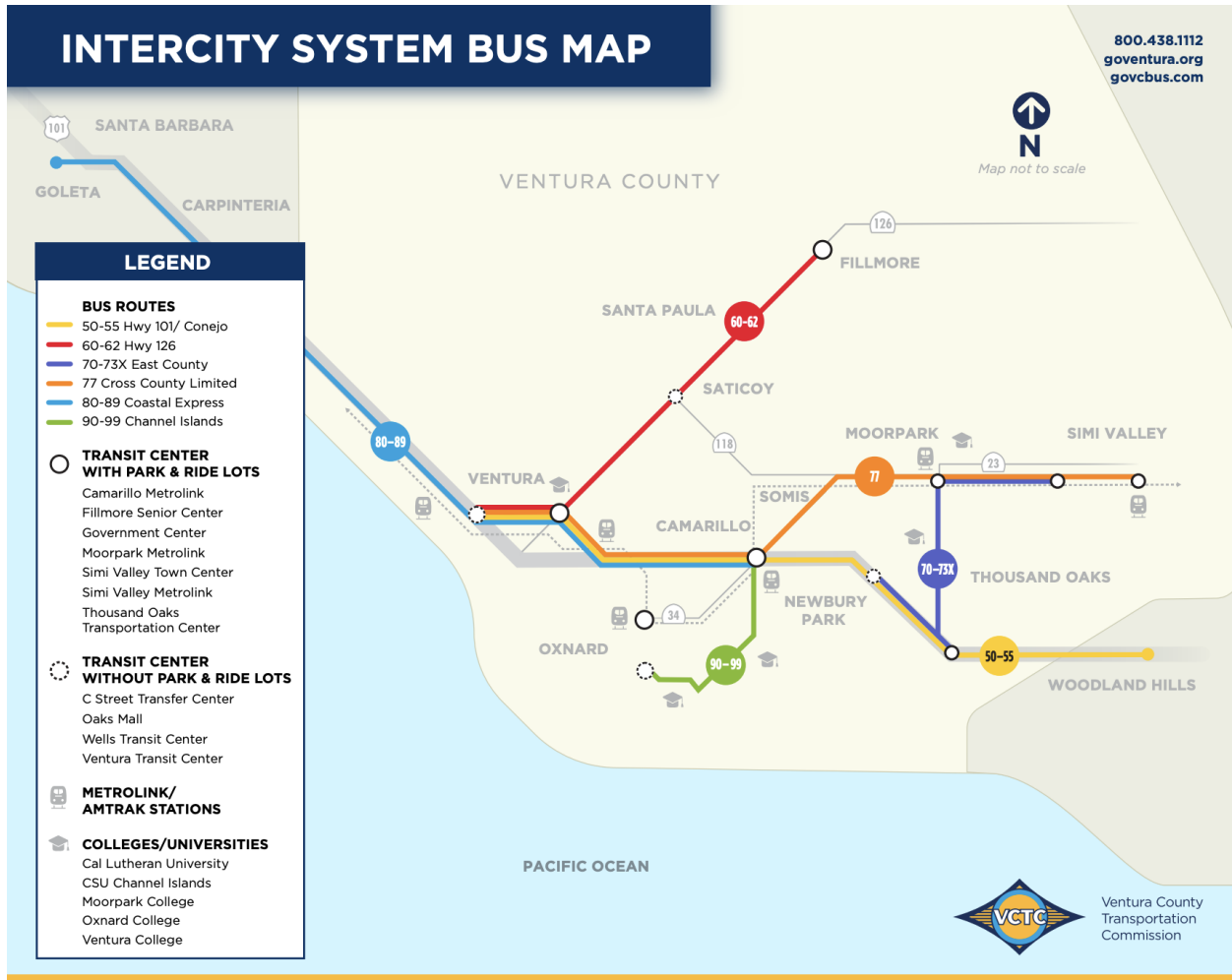
Matt Miller

Program Manager

mmiller@goventura.org



Appendix A. - System Map





Appendix B. VCTC Intercity Fares

VCTC INTERCITY TRANSIT FARES

	Cash Fare		10% off VCbuspass - Stored Value		Both
	Full Fare	Reduced Fare	Full Fare	Reduced Fare	Child Under 5
ZONE 1 - Routes within Ventura County Good on VCTC regular routes only: Highway 101, Highway 126, East County, Channel Islands, Cross Country Limited	\$1.75	\$0.80*	\$1.57	\$0.72*	Free**
ZONE 2 - Coastal Express and Conejo Connection (55/55X) Routes Good on all VCTC Intercountry routes: Coastal Express & Conejo Connection (Zone 2 pass also accepted on Zone 1 buses)	\$4.00	\$2.00*	\$3.60	\$1.80*	Free**

*Please have your exact fare when boarding the bus. No change or fare credits are given.
 Seniors 65 years of age and over; Medicare or ADA cardholder.

VCTC Intercity

VCTC has six routes:

Highway 101*/Conejo Connection** (Routes 50-55X)

Highway 126* (Routes 60-62)

East County* (Routes 70-73X)

Cross County Limited* (Route 77)

Coastal Express** (Routes 80-89)

Channel Islands* (Routes 90-99)

*Zone 1, **Zone 2

EXHIBIT B – PAYMENT AND BUDGET PROVISIONS
Ventura County Transportation Commission and
Enghouse Transportation LLC

1. RATES

The not-to-exceed pricing for MSA products and services to be provided to Transit Agencies 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.

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

B. Transit Processor Services - Category B –

- 1) Rates shall be based on monthly revenue processed and services defined in the 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. **Enghouse Transportation LLC will waive monthly charges for the first three months on go live or beneficial use.**

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%

- 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), 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 – *waived***
 - **Integration fees with validator and payment processor – *waived***
 - **Eligibility verification fee – \$5,000** (Payment terms: 100% due on go live/beneficial use of the eligibility verification module)
 - **Custom development – \$140/hour**

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

Upon award of the 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

Transit Agencies 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. Travel costs cannot exceed a total of \$15,000.00. Any costs beyond that require additional authorization and are subject to approval by VCTC. 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.