

MICROTRANSIT COOPERATIVE AGREEMENT

FOR OPERATION OF SALT LAKE CITY'S TRIPS TO TRANSIT MICROTRANSIT SERVICE

THIS MICROTRANSIT COOPERATIVE AGREEMENT ("MCA") is made and entered into by and between Salt Lake City Corporation ("City") and Utah Transit Authority ("UTA"). Collectively, these entities are sometimes referred to in this MCA as the ("Parties").

RECITALS

WHEREAS, the City desires to arrange for the operation of ride sharing microtransit services in the geographic area of Salt Lake City as part of the City's Trips to Transit Program as described within the Salt Lake City Transit Master Plan (hereinafter "Deployment")

WHEREAS, UTA currently manages the successful operation of a microtransit service ("UTA On Demand Powered by Via") in the southern quadrant of Salt Lake County provided by River North Transit, LLC ("Via") and has procured Via as a long-term Microtransit Service Provider ("MSP") for expanded on-demand technologies and innovative mobility services resulting in a new Microtransit Service Agreement ("MSA"); and

WHEREAS, the City's ride sharing microtransit Deployment constitutes a Service Task under the Scope of Services under the MSA with the MSP. For purposes of this MCA, the term "Ride Sharing Microtransit Service" or "RSMS" shall be interpreted to mean a demand responsive ride sharing microtransit service that is an app-enabled private multi-passenger transportation service that services passengers using dynamically generated routes and may expect passengers to make their way to and from pick-up or drop-off points or provide a door-to-door service for eligible passengers.

WHEREAS, for purpose of this Agreement, Scope of Services shall mean the services and MSP pricing specific to the City's sponsored RSMS as described in Exhibit C of this MCA.

WHEREAS, City believes it will obtain significant advantages by partnering with UTA including benefiting from UTA's successful experience with its microtransit service in Southern Salt Lake County, being tied into the public transit system, UTA brand recognition and awareness, marketing strategies, economies of scale, being eligible to receive UTA service improvements and iterations, and planned operations support activities as described in Exhibit B; and

WHEREAS, City and UTA are both strong supporters of the Utah Compact on Racial Equity, Diversity, and Inclusion and desire to apply those principles in providing a demand responsive ride sharing microtransit service that improves access to opportunity and is equitable for all people; and

WHEREAS, City is willing to enter into a microtransit Deployment with UTA for RSMS under the MSA; and pay UTA for the City's participation under the MSA as described in Exhibits A, B, and C.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** The Parties agree to collaborate for the provision of RSMS in the geographic area of Salt Lake City by adding the Deployment and Scope of Services to the MSA as Exhibit C. UTA shall be solely responsible to manage the contract with Via, the third-party MSP. The City shall reimburse UTA for MSP Operational Expenses, Fueling and Charging Expenses (if applicable), and Incremental Expenses attributable to the services provided in

the geographic area of Salt Lake City under the MSA as included in the Scope of Services. Such Scope of Services is consistent with the general Scope of Services to be provided under the MSA.

2. **TERM.** The effective date of this MCA shall commence upon the execution and recording by the City Recorder of this MCA and remain in full force and effect for an initial 12-month period from the commencement of delivery of services within Salt Lake City under the MSA and expire the last day of the twelfth month after the commencement of such services. UTA and the City will confirm in writing their agreement that the services have commenced in Salt Lake City and that the initial 12-month period has started. The Deployment is anticipated to begin between Fall of 2021 and Winter 2022. Upon mutual consent of both Parties, this MCA may be extended beyond the initial term year-by-year for up to four additional one-year periods, for a total period not to exceed five years. The Parties shall meet and confer no later than 6 months after commencement of the Deployment to determine whether both Parties have a mutual good faith intent to extend the term for one or more of the periods described above. In addition, upon mutual consent of both Parties, the Deployment may transition into a long-term demand responsive ride sharing microtransit service as part of the continued delivery of services under the extension periods. The Parties acknowledge that the scope of services and MSP Operational Expenses will be open to negotiation for years beyond the initial Deployment.
3. **SERVICE ORDER No. 1- CITY SCOPE OF SERVICES.** UTA will include the City's Scope of Service as defined in Exhibit C (Service Order No. 1 UTA On Demand, Salt Lake City Deployment) under the MSA. While the City will not be a Party to the MSA or Service Order No. 1 UTA

shall consult with the City regarding the Scope of Services and associated pricing. If changes are made to the Scope of Services or MSA that materially impact the cost or services to the City and the City is unable to agree to the terms of the new Scope of Services within 60 days of the effective date for any changes, this MCA will be terminated with no further obligation by either Party, Exhibit C also contains pricing with an overall Not to Exceed ("NTE") cost to the City for the 12-month Deployment. The Parties will work together upon execution of this MCA and prior to execution of Service Order No. 1 and commencement of the Deployment to clarify any details under the Scope of Services to be provided to the City, if necessary. Upon mutual agreement of the Parties preparation for the Deployment may begin in partnership with the MSP, however Service Order No. 1 will not be executed until after execution of this MCA.

4. CONSIDERATION. The City will reimburse UTA for MSP Operational Expenses, Fueling and Charging Expenses (if applicable), and Incremental Expenses attributable to the services provided in the geographic area of Salt Lake City under the MSA as included in Service Order No. 1 added to the MSA as Exhibit C.

- a. MSP Operational Expenses shall include all costs directly associated with the following activities and as provided by the MSP which generally include, but are not limited to:
- Startup Costs
 - Service Delivery and Operations
 - Driver Pay
 - Vehicle Rental Costs
 - Performance Monitoring and Reporting

- Technology Fees & Dedicated IT Operations
- Customer Service Support
- Project Management and Operations Support
- Other Directly Related Operating Costs as developed by the Parties and contained within the Scope of Services

Reimbursement by the City for MSP Operational Expenses shall be based on actual expenses incurred by the MSP and include a UTA Operations Support fee of 5% above the MSP invoiced amounts.

- b. Fueling and Charging Expenses shall include all costs directly associated with the following activities which include:

- Fuel charges incurred by UTA or MSP
- Electric vehicle charges incurred by UTA or MSP if applicable

Reimbursements by the City for Fueling and Charging Expenses shall be limited to actual expenses incurred by UTA or the MSP and include a UTA Operations Support fee of 5% above the actual fuel or charging expense.

- c. Incremental Expenses shall include all costs directly associated with the following activities which generally include, but are not limited to:

- Marketing and Promotions
- Other Directly Related Costs as determined by UTA and City

Reimbursements by the City for Incremental Expenses shall be limited to actual expenses incurred by UTA or the MSP in support of the City's Scope of Services under the MSA. The City

shall only reimburse UTA for Incremental Expenses that it has approved, and such expenses will not include an additional UTA Operations Support fee.

- d. In addition to the expenses addressed above, UTA shall be entitled to retain all fares collected for services provided to the City.
 - e. UTA shall invoice the City on a monthly basis and the City shall provide payment within 30 days of receipt of invoice. The City shall have the right to review invoices for accuracy prior to making payment.
5. **MANAGEMENT OF THE WORK.** UTA shall manage all day-to-day service delivery and interactions with the MSP. City shall have the right to closely coordinate with UTA's Program Manager regarding the day-to-day services provided within the City and covered by the Scope of Services. City may participate in regular service delivery and marketing discussions at its discretion. All deliverables required to be delivered under the Service Order No. 1 shall be shared by UTA with City as they relate to City's service. In addition, UTA shall provide monthly reporting and service data regarding service performance and the MSP shall provide quarterly reporting and service data regarding service performance.
4. **MARKETING & PROMOTION.** UTA shall manage marketing and promotion activities in collaboration with the City. Specific activities shall be undertaken by both UTA and the MSP at UTA's direction. UTA and the MSP marketing and promotion expenses shall be reimbursed by the City. Costs for UTA marketing and promotions shall be included in Incremental Expenses. The City is also free to undertake its own marketing activities at its own expense after coordination with UTA.

5. SERVICE BRANDING. UTA and City will collaborate on the branding of the service including incorporating the City's logo with the service. In general, all service names and branding should align with UTA's existing microtransit branding in an effort to maintain existing UTA brand recognition and awareness of on-demand public transit services.
6. CUSTOMER SERVICE. UTA and the MSP shall provide joint customer service activities in connection with the services provided under this MCA. The MSP customer service costs shall be included in the MSP Operational Expenses. UTA customer service costs shall be included as part of the UTA Operations Support fee. Specific activities shall be undertaken by both UTA and the MSP at UTA's direction.
7. TERMINATION. Neither Party may unilaterally terminate this Agreement prior to expiration of the current performance year under the MCA. A desire to discontinue services provided under this MCA shall be exercised by withholding agreement to an extension beyond the current performance year. The Parties may terminate by mutual agreement as desired.
8. LIABILITY AND INDEMNIFICATION. City and UTA are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. None of the aforementioned parties waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. Nevertheless, the City shall hold UTA harmless and indemnify UTA for any claims or disputes concerning payments or services rendered by MSP for the City.

9. NO LEGAL ENTITY. Nothing in this MCA shall be construed to create a partnership, joint venture, Interlocal cooperative agreement, or any type of employment relationship.
10. INSURANCE. Both UTA and the City are self-insured however UTA shall require the MSP to carry reasonable and adequate levels of liability insurance and to indemnify City and UTA from liability for all damages or injury caused by the negligent acts of MSP or its employees, agents, or independent contractors.
11. GRAMA. Both Utah and the City are subject to the Utah Governments Records a Access And Management Act (UCA 63G-2-101 et seq) and will abide by its terms.
12. FORCE MAJEURE. Non-performance by either Party under this agreement shall be excused to the extent that such non-performance was caused by circumstances beyond the control of and without the fault of negligence of the non-performing Party including but not limited to Acts of God, pandemics, earthquakes, floods, war, riots, etc.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this MCA shall be effective unless made in writing and signed by the Parties.


IN WITNESS WHEREOF, the Parties have caused this Microtransit Cooperative Agreement to be executed as of

This _____ day of _____, 2021.

Utah Transit Authority

Mary DeLoretto
Interim Executive Director

Nichol Bourdeaux
Chief Planning and Engagement Office



Mike Bell
Assistant Attorney General
UTA Counsel

Salt Lake City Corporation



By: Blake Thomas
Its: DIRECTOR OF Community and Neighborhoods

CITY RECORDER

ATTEST AND COUNTERSIGN:

Senior City Attorney



Rusty Vetter (Sep 8, 2021 16:13 MDT)

APPROVED AS TO FORM

EXHIBIT A
SALT LAKE CITY MICROTRANST YEAR ONE DEPLOYMENT BUDGET

12 Month Deployment Budget	
a. MSP Operational Expenses	\$1,640,000
Estimated UTA Operations Support (MSP)	\$82,000
b. Fuel and Charging Expenses	\$30,128
Estimated UTA Operations Support (Fuel)	\$1,506
c. Total Estimated UTA Operations Support	\$83,506
d. Marketing and Communications	\$100,000
Total Estimated 12 Month Deployment Budget	\$1,853,634
e. City's Project Contingency	\$46,366
Total Not-to Exceed	\$1,900,000

- a. **MSP Operational Costs:** Based upon MSP Scope of Services as defined within Exhibit C.
- b. **Fuel and Charging Expenses:** UTA will manage this process and utilize either a UTA owned fueling facility, a fuel card network in partnership with UTA's fuel card vendor, or the MSP. UTA will invoice City each month for actual fuel expenses incurred and include a UTA Operations Support fee of 5% above the actual fuel expenses.
- Fueling expenses for the Deployment are estimated to be 8,608 gallons @ \$3.50 per gallon for a total of \$30,128. \$3.50 per gallon is based upon the average 2021 UTA On-Demand by Via fuel expenses.
- c. **UTA Operations Support:** UTA's Innovative Mobility Solutions Department will manage all aspects the service in partnership with the MSP and City. UTA will charge City an operations support fee of 5% of the MSP Operational Expenses and the Fuel and Charging Expenses (if applicable). UTA Operations Support expenses are intended to compensate UTA for increased soft and hard costs due to management of the service. See Exhibit B for a summary of UTA operations support activities. UTA's Operations Support fee is estimated at \$83,506 and includes both the MSP Operational Expenses and UTA provided fuel. No additional fees above the 5% support fee will be charged by UTA for its support activities.
- d. **Marketing and Communications Expenses:** UTA, City, and MSP will collaborate to develop marketing and communication strategies and plans to be deployed throughout the course of the Deployment. Joint marketing and communications efforts will be provided by UTA and the MSP, subject to review and collaboration with the City. UTA will invoice City monthly for actual marketing expenses incurred by UTA and the MSP.
- UTA will provide collateral and branding development, vehicle branding design, launch press and media campaigns.

- MSP will provide rider acquisition campaigns (such as digital marketing, street marketing, and billboards), rider referral programs, ongoing promotional campaigns, and ongoing passenger engagement communication.
 - City will manage partnerships with key City stakeholders and community organizations.
- e. **City's Project Contingency:** City will maintain a project contingency to support additional service hours, changes in fuel expenses, or additional marketing and communications services. City may determine to use the project contingency at its sole discretion.
- f. **Other**
- **Vehicle Parking and Storage:** UTA will support the MSP to park and store the Vehicle Fleet at its headquarters located at 669 W 200 S from Deployment launch through the August 2022 change day at no cost to City or MSP. City will support the MSP to park and store the Vehicle Fleet at its Orange Street facility located at 500 S and Orange Street upon completion of construction of the facility on or around the August 2022 change day at no cost to UTA or the MSP.
 - **FARES:** UTA will accept all electronic fare (EFC) products with the service as currently accepted with the MSP. UTA's FAREPAY card will be accepted with the service as an alternative to cash fare collections. Community information regarding the use of FAREPAY and locations for buying and reloading FAREPAY cards will be included as part of Marketing, Communications, Community Engagement efforts. Currently, EFC accounts for approximately 80% of all boardings.
 - **Service Modifications:** Any service modifications, new service iterations or other improvements that UTA and City determine to incorporate as part of the service will be billed to City for actual expenses incurred. Any requested changes to the service, vehicles, service hours, or other service iterations as determined by SLC may be subject to additional expenses as determined SLC, UTA and the MSP.
 - **Scope of Services and Operational Expenses** are open to negotiation for out-year extension periods.

EXHIBIT B
UTA PLANNED OPERATIONS SUPPORT ACTIVITIES

Innovative Mobility Solutions

- Strategic planning, program development, operations support
- Contract management
- Financial management
- Customer comment investigation and support
- Marketing and communications support
- Service iterations: Service delivery, fare integration, Transit app integration, etc.
- Data gathering, service evaluation and reporting
- Customer surveys and feedback
- Stakeholder communications
- Technology integrations and support

Marketing and Communications

- Development of marketing and communications strategies
- Content development and production
- Consultant management and support
- Website development and management
- Media and press events
- Stakeholder communications
- Promotions and public engagement

Customer Service

- Customer service calls, support, and service information

Paratransit

- DSPD “Code of Conduct” authorization for drivers
- Dispatching and scheduling for paratransit connections and service

Fares

- Credit card and debit card fare collections
- Electronic fare collections, app integrations, and support

Other

- Human Resources: Driver background checks and applications
- Accounting: Fuel card support and management
- Accounting: Accounts payable support
- Legal: Contract development and management support
- Finance: Financial management and support
- Purchasing: Procurement and contract support

- Community Engagement
- Customer Experience: Wayfinding and signage
- Civil Rights: Compliance
- ADA Compliance
- Federal Transit Administration (FTA) Compliance
- COVID-19 safety protocols and safety procedures

EXHIBIT C
SERVICE ORDER NO. 1 - SCOPE OF SERVICES

**SERVICE ORDER NO. 1 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-1**

**SERVICE ORDER NO. 1
UTA ON DEMAND - SALT LAKE CITY DEPLOYMENT
ROSE PARK, POPLAR GROVE, GLENDALE SERVICE AREA
DATE: SEPTEMBER 30, 2021**

1. Purpose

On September 1, 2021, each of River North Transit, LLC (“**Via**”) and the Utah Transit Authority (“**UTA**” or “**Customer**”), hereinafter collectively referred to as the “**Parties**,” entered into an agreement entitled On-Demand Technologies and Innovative Mobility Services (the “**MSA**”). By this Service Order No. 1 under the MSA, the parties agree to collaborate towards the initiation of UTA’s demand response transit service (hereinafter the “**Deployment**”) in Salt Lake City for one year (12 months), subject to extension by mutual agreement of the Parties.

Via will provide UTA with technology and technology-enabled integration services (the “**Services**”), acting as a broker coordinating the services of third-party service providers to effectuate the Deployment. Via will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Via’s Services will include:

- A Transportation as a Service (TaaS) solution as defined within the MSA;
- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using UTA’s service (“**Riders**”) to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company (“**Vehicle Partner**”) to provide access to vehicles on a rental basis to independent contractor driver partners (“**Driver Partners**”) who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein.
- Data sharing and reporting as described herein.

Conflicts between this Service Order and any other terms and conditions or written agreements between the Parties, including the MSA, shall be resolved in favor of this Service Order.

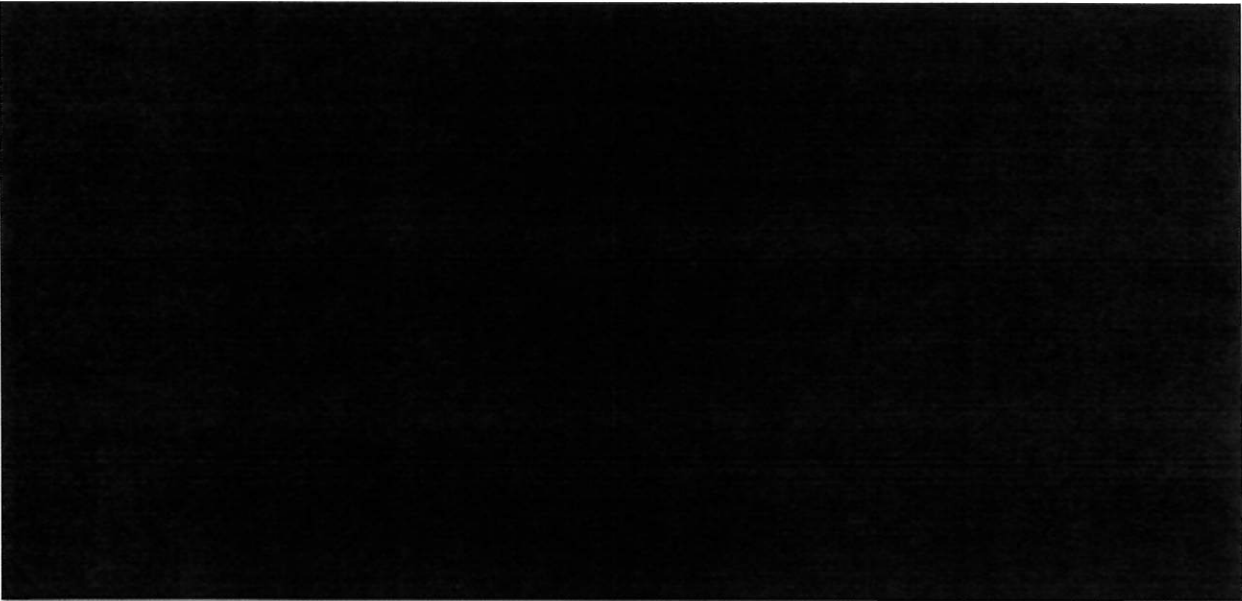
2. Duration & Launch Date

The duration of the Deployment shall last for a period of 12 (twelve) months following the launch date (the “**Initial Term**”), subject to year-by-year extensions based on mutual agreement of the Parties.

UTA will provide to Via written notice to proceed at least eight (8) weeks prior to service launch. For the avoidance of doubt, notice to proceed can only be written by UTA once the contract and appendices (including the Service Order) are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, Via will commence local preparation for launch (“**Launch Preparation Period**”). Service operation will begin on a mutually agreeable date, no earlier than November 1, 2021, unless Via and UTA define an alternative mutually agreeable date in writing (“**Launch Date**”).

3. Fees

The table below outlines the payment structure, in which UTA would be charged a price per driver hour and a fixed monthly price for Technology and IT Operations. Any new regulatory fees imposed by a governmental entity related to the service will be charged as a pass-through cost contingent on UTA advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses in order to off-set these additional fees. The Deployment shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed \$1,740,000. for the Initial Term.



Via will separately invoice UTA for marketing expenses incurred and as authorized by UTA under Section 8 of this Service Order. Via will charge its standard labor rate of [REDACTED] per hour for internal marketing labor cost. All other marketing expenses will be passed through at cost. The total combined marketing expenses incurred by Via and UTA shall not exceed [REDACTED]. This amount is not included in the pricing table shown above.

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved.

UTA will be billed for the above fees as described below. Driver hours will be billed as incurred at the end of each month. UTA shall pay the following fees to Via:

Ongoing Invoice Fees

UTA shall pay the following fees to be invoiced monthly by Via on or around the 15th of each month, starting upon launch of the Deployment:

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These fees are exclusive of fuel. UTA will continue to provide fuel through UTA's fuel card network at no additional cost to Via for the UTA On Demand vehicle fleet as defined within Exhibit C of this Service Order.

Should changes in applicable federal, state, local law result in a significant change in Via's costs, either an increase or decrease, Via or UTA may opt to renegotiate the ongoing on-demand service hour fees or level of service obtained.

Fare Revenue

UTA shall maintain its partner Braintree account throughout the Deployment and shall collect and own all revenue from service fares ("farebox revenue"), net of Braintree service fees, in the account.

4. Service Parameters

Via will provide access to a platform service (the "**Platform**") through which Riders will be able to book and pay for rides on a shared and on-demand basis; and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

- **Geographic Coverage Zone:** Approximately 15.1 square miles coverage zone in Salt Lake City, Utah, USA. See Appendix A for a map of the service zone boundary. UTA and Via may mutually agree to modifications of the Geographic Coverage Zone.
- **Service Days/Hours:** Monday through Saturday, 4:00am to 12:15am (midnight, following day); and Sunday, 6:00am to 9:00pm. UTA may determine to expand service hours at the same rate per revenue hour.
- **Rider Fare:** Rider fare and rider fare discounts will be set by UTA. During the duration of the Deployment, discounted and promotional rider fares may be implemented upon mutual agreement between the Parties.
- **Payment:** Via will ensure acceptance of Rider payment through the app via credit cards, Apple Pay, Google Pay, pre-paid debit cards, FAREPAY cards, and all electronic pass cards accepted by UTA. Riders may also book trips using a "paper ticket" payment method and will be permitted to ride if the Driver Partner serving that Rider's trip deems the paper ticket valid. Via will also provide a concierge booking service for customers without

smartphones. The concierge service will include a customer payment option which meets Payment Card Industry Data Security Standards (PCI DSS).

- **Vehicle Fleet:** The Vehicle Partner will offer a fleet of up to nine (9) branded, licensed and insured vehicles, including three (3) Americans with Disabilities Act (ADA) compliant Wheelchair Accessible Vehicles (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. Of the nine total vehicles, one (1) WAV and two (2) non-WAVs shall be treated by Via as spares in the event that a regular service vehicle requires maintenance or replacement.

Via will ensure the execution of any necessary registrations and licensing to perform the Services, with UTA's cooperation and assistance.

Parking: UTA shall identify and make available a UTA facility, depot, or parking lot ("Depot/Lot") with ample overnight parking for the Vehicle Fleet. The Depot/Lot must be in a safe and lighted area inside the boundaries of the service zone and may be owned by UTA or by a UTA partner. Such parking shall not interfere with nor disrupt UTA or UTA partner operations.

Routine Vehicle Fleet cleaning may be performed at the Depot/Lot and no vehicle maintenance will be performed at the Depot/Lot that would otherwise require mechanic services. In the event the Depot/Lot has secured access, Vehicle Partners and Driver Partners will comply with UTA or UTA partner standard operating procedures when accessing and using the Depot/Lot.

Additional Waiver of Claims and Indemnification Regarding Stored Vehicles

In addition to the agreements and obligations undertaken in Section 19 of the MSA Via agrees to waive any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, and to also obtain waivers from its independent contractor Driver Partners for any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, for damage to vehicles stored in Depot/Lot, provided the requirements in Section "Parking" above are met by UTA or a UTA partner as applicable..

5. Project Team & Governance

Via will be responsible for the integration of all relevant elements of the Deployment on a continuous basis during the course of the Deployment and will designate a project manager for this purpose (the "Via Project Manager") who will lead Via's Project Team. UTA will designate a project manager to be the primary point of contact with Via throughout the duration of the Deployment (the "UTA Project Manager"). The Via Project Manager will be in regular contact with the UTA Project Manager through informal and scheduled project meetings.

The Via Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the UTA Project Manager on an ongoing basis. The Via Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Deployment, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Via Project Manager will have no power to serve notice or amend the Agreement, or this Order.

Leading up to the launch of, and during the course of the Deployment, Via's Project Team, led by the Via Project Manager, will liaise with the UTA Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Via will source Driver Partners to provide transportation services to UTA through the Platform. Via will engage in a good faith effort to register Salt Lake City residents as Driver Partners.

Via will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated as defined within the MSA. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Via with the following areas covered: familiarization with the Deployment service areas; hours of service; UTA's expectations; use of the Driver App; and reporting incidents and delays in service.

Throughout the Deployment, Via will review comments and ride reviews from customers submitted through the UTA On Demand application to identify opportunities for service improvements and address concerns over Driver Partner behavior and performance.

Via will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. Rider and Driver Partner Support

Via will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform. In addition, Via will provide live translation services to customer using their call center in order to communicate with those who have limited English proficiency. Live support for Driver Partners and riders will be provided during service days/hours. Driver Partners and riders may call or text into the service during service days/hours and will receive prompt response to their inquiry. Riders may also email into the center 24/7 with inquiries about the service and will typically receive a response to their inquiry within 24 hours.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff.

8. Marketing, Promotions, & Press

Via shall work closely with UTA to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Deployment, including the rider app, will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Via and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by UTA.

All UTA-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Via before distribution. Via requests a minimum review time of five (5) working days for all such requests.

9. Service Goals and Objectives

UTA and Via will collaborate to work towards the service goals and objectives for the Deployment as noted below. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA or this Service Order No. 1.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review service performance metrics, track progress toward the goals listed below, and, as appropriate, to jointly re-assess strategies to ensure the Deployment's long-term success.

Objectives:

- Attract and build new ridership to promote the use of public transit rather than single-occupancy vehicle automobile trips
- Provide new mobility options for residents of the neighborhoods served.
- Support connections to UTA fixed route services and other popular locations for the residents of the neighborhoods served
- Provide support to UTA and Salt Lake City for stimulating the local economy and small businesses
- Promote more fuel-efficient vehicle usage, including the use of electric vehicles where circumstances allow
- Build brand recognition and awareness for UTA On Demand by Via

Goals

- High quality customer experience, 15-20 minute ETA, 90% on time
- Equitable service for WAV riders, 15-20 minute ETA, 90% on time
- Safety, avoidable accidents <1/100,000 miles
- Customer satisfaction, > 4.8 ride rating
- Weekly ridership of 2,100 passengers, or 106,000 passengers during the 12-month Deployment, with ridership increasing throughout the Deployment year on a month-by-month basis
- Average cost per ride of \$15.50 throughout the 12-month Deployment, with average cost per ride decreasing throughout the Deployment year on a month-by-month basis
- Incentivize shared rides, with an average of 30% of all rides shared

10. Data Sharing & Reporting

Via will share data from the Deployment, including any required National Transit Database required (NTD) data as set forth in Exhibit B (the "Deployment Data"). Deployment Data shall be made available in formatted numerical and graphical reports. The Parties recognize that in order to determine the effectiveness of this Deployment, UTA may have the need to collect additional data ("Additional Data"). Via agrees to cooperate with UTA in obtaining and compiling such data as requested by UTA.

Deployment Data is considered Via-proprietary and confidential and is subject to the confidentiality and other protective provisions set forth in this Service Order and the MSA unless such protection is not allowed under the Utah Government Records Management Act.

Any Additional Data shall be considered Via-proprietary and confidential unless otherwise mutually agreed by the Parties in writing. The Parties agree to consider in good faith whether or not such data is public or proprietary and cooperate in appropriately protecting any data which is considered to be Via proprietary.

11. Timing; Scope

This Service Order No. 1 shall enter into effect immediately. All terms and conditions contained in the MSA are also applicable to this Service Order No. 1. If a term contained in this Service Order is in conflict with the general terms of the MSA, the specific term in this Service Order shall take precedence. This Service Order does not change any other provision of the MSA. The MSA and all amendments and addendums remain in full force and effect.

This document contains business information which Via claims to be confidential and will be protected from release or disclosure to the full extent permitted by applicable laws (including, without limitation, the Utah Government Records Access and Management Act, UCA 63G-2-101. Et. Seq.)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed in duplicate as of the date first herein written.

VIA: <u>RIVER NORTH TRANSIT, LLC</u>	CUSTOMER: <u>UTAH TRANSIT AUTHORITY</u>
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
ALEX LAVOIE MANAGER OF RIVER NORTH TRANSIT, LLC	NICHOL BOURDEAUX CHIEF PLANNING AND ENGAGEMENT OFFICER
DATE SIGNED:	DATE SIGNED:
	AUTHORIZED SIGNATURE
	MARY DeLORETTO INTERIM EXECUTIVE DIRECTOR
	DATE SIGNED:
	APPROVED AS TO FORM AND CONTENT
	MIKE BELL ASSISTANT ATTORNEY GENERAL UTA COUNSEL
	DATE SIGNED:

Exhibit A
UTA On Demand by Via – Salt Lake City
Deployment Service Area

UTA On Demand

Rose Park – Poplar Grove – Glendale service area

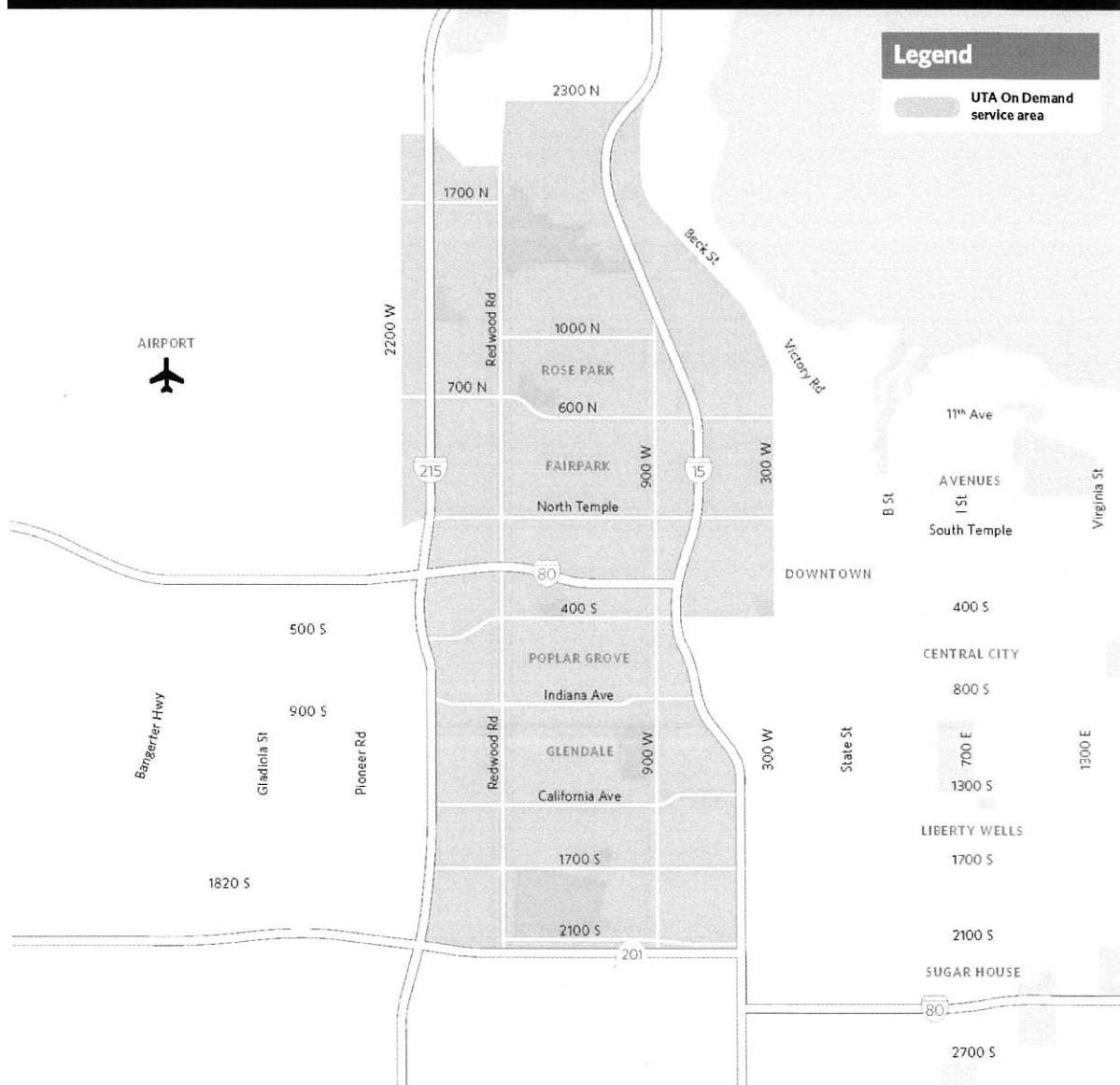


Exhibit B
UTA On Demand by Via – Salt Lake City
Deployment Data

STANDARD REPORTING SET	
Data Point	Level of Detail
rider ID	per request
ride ID	per request
request date + time	per request and truncated to minute
request origin lat/long	per request and truncated to 3rd decimal
request destination lat/long	per request and truncated to 3rd decimal
pickup date + time	per request and truncated to minute
dropoff date + time	per request and truncated to minute
wheelchair accessible vehicle (WAV)	per request
number of riders per request	per request
ride distance (miles)	per request
ride duration (minutes)	per request
ride rating	per request
fare paid	per request
ride status (completed, no-showed, cancelled, not accepted, seat unavailable, out of zone, or out of hours)	per request
completed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
no-showed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
cancelled rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA<5min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA between 5 and 10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA>10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
seat unavailable requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of zone requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of hours requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
sessionized requests	daily, weekly, monthly and avg. per hour
utilization	hourly, daily, weekly and monthly
ETA (waiting time) (minutes)	per request, daily, weekly, monthly and avg. per hour
ETA error (lateness) (minutes)	daily, weekly and monthly
avg. walking distance to pickup (meters)	daily, weekly and monthly
supply hours	daily, weekly, monthly and avg. per hour
unique riders	daily, weekly and monthly
new unique riders (for the period selected)	daily, weekly and monthly
rider signups	daily, weekly, monthly and aggregated by date range selected
riders with no requests made	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)

riders with no ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 1 and 2 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 3 to 5 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 6 to 10 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 10+ rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with at least one ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)

Exhibit C
UTA Fueling Card Network

UTA and Via agree to collaborate towards the use of UTA's contract with US Bank and the Voyager Fuel Card Network (hereafter "Fuel Card") to reduce overall Deployment expenses and use of the Fuel Card by Via's Driver Partners for the purpose of fueling the Vehicle Fleet. For the avoidance of doubt, both parties agree that Via's Vehicle Partner will be the administrator of the Fuel Card Program and that Via is merely responsible for collaborating with UTA and its Vehicle Partner as needed. However, as between UTA and Via, Via is responsible for the actions or inactions of its Vehicle Partner and Driver Partners.

UTA will provide Via and its Vehicle Partner and Driver Partners access to the Fuel Card network and establish an independent "Via Account" for the sole purpose of fueling the Vehicle Fleet as part of the Deployment:

- UTA will pay the monthly fueling expenses incurred by the Via Account
- UTA may review, monitor, and/or report any fueling discrepancies or concerns to Via regarding use of the Fuel Card by Driver Partners
- UTA will support Via with any set up or on-boarding required to implement the Fuel Card and/or assist with any issues or concerns during the Deployment
- If the Vehicle Partner flags to UTA issues related to the card malfunctioning or not being usable for any reason not due to the Vehicle Partner or the Driver Partner, then UTA will support the Vehicle Partner with troubleshooting as necessary to ensure resolution of the issue. Via's Vehicle Partner will administer the day-to-day usage of the Fuel Card by Driver Partners and establish appropriate measures which limit risk of Fuel Card misuse or fraud
- Via's Vehicle Partner will establish standard operating procedures for Fuel Card usage
- Via's Vehicle Partner will monitor and review monthly fuel usage and address any issues or concerns with Driver Partners
- Via and Via's Vehicle Partner will work with UTA to determine the best fueling locations within the service area which offer maximum fuel pricing discounts including the types of fuel used with the Vehicle Fleet
- Via will reimburse UTA for any charges made to the card due to either loss or misuse of the fuel card by the Via's Driver Partners based on comparison of the revenue hours driven by each driver with the amount of fuel charged to the Fuel Card

UTA and Via agree that it is in the best interest of the Parties to minimize the use of a Driver Partner fueling a Fleet Vehicle with a personal card. However, in the event a Driver Partner experiences an issue with the Fuel Card which cannot be resolved, either a Driver Partner may fuel a fleet vehicle with a personal card or the Vehicle Partner may fuel a Fleet Vehicle at its own cost, and in each case be reimbursed:

- If a Driver Partner fuels a fleet vehicle with a personal card, Via will make all reasonable efforts to notify the issue to UTA in order to resolve the issue in a timely manner as to mitigate future Driver Partner fueling a fleet vehicle with a personal card
- Via will reimburse any Driver Partner who fuels a fleet vehicle with a personal card, ultimately passing through such expense to UTA
- Via will invoice UTA as part of the monthly service billing and provide a detailed summary for any Driver Partners or Vehicle Partner fuel reimbursements

UTA and Via acknowledge that Via is free to delegate certain responsibilities to its Driver Partners. Such delegation does not affect privity between UTA and Via.