

AGREEMENT FOR MICROTRANSIT SERVICES

This Agreement for Microtransit Services (“Agreement”) is made and entered into in the State of Oklahoma, this ____ day of _____, 2023, by and between the City of Norman, a municipal corporation (“City”), and River North Transit, LLC (“Consultant”).

WHEREAS, City desires to hire Consultant to perform certain services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with services as more particularly set forth in Exhibit A (Scope of Services) attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the Transit and Parking Program Manager, subject to the direction of the City Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be discovered during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B (Schedule of Services) attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Katie Knapp de Orvanaños, Partner Success Manager, as its principal-in-charge and person responsible for necessary coordination with the Transit and Parking Program Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services and agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall be signed on June 27, 2023. The Term of the microtransit service shall conclude after 365 days of microtransit service operations have completed, contingent on funds being available in the succeeding fiscal year.

13. Termination

a. This Agreement may be terminated by the City for cause if the City notifies the Consultant, in writing, of the City's desire to terminate the Agreement, setting out the grounds for termination and the specific contractual obligations breached by Consultant, and allowing a thirty (30) day cure period. Such termination shall be effective thirty (30) calendar days from the date of mailing of such notice if Consultant fails to rectify the breach or default within such time. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant for cause if Consultant notifies the City Manager, in writing, of Consultant's desire to terminate the Agreement, setting out the grounds for termination and the specific contractual obligations breached by City, and allowing a thirty (30) day cure period. Such termination shall be effective thirty (30) calendar days from the date of delivery or mailing of such notice if City fails to rectify the breach or default within such time and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$639,413, subject to future appropriation, for services outlined in Exhibit A.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and sub-consultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and sub-consultants.

d. Consultant shall provide the Transit and Parking Program Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to the Transit and Parking Program Manager. The invoice shall identify services by project as specified by Exhibit A.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide the Transit and Parking Program Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("Documents and Materials") shall be the exclusive property of City if specifically agreed in writing by the parties in advance, and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the Documents and Materials. Consultant may retain copies of these Documents and Materials.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the Documents and Materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records related to this Agreement to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the City Manager. In addition, to the extent permitted by applicable law, City shall keep Consultant's commercial and technical information, including trade secrets and other proprietary information, confidential and will not release it to third parties without the prior written consent of Consultant.

21. Indemnity and Limitations on Liability

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer and employee of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly from any willful misconduct or grossly negligent acts or omissions related to this Agreement performed by Consultant or its agents, employees, sub-consultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, sub-consultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

To the extent allowed by Oklahoma law, in no event will either party be liable to the other party for any incidental, indirect, special, consequential or punitive damages. The maximum liability of each party in connection with this Agreement will not exceed the fees paid by City to Consultant hereunder.

22. Independent Contractor

- a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.
- b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and sub-consultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

23. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and sub-consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement other than to Consultant's affiliates and subsidiaries will be permitted only with the express written consent of the City, which consent may be withheld for any reason.

26. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

27. Fair Employment Practices

- a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City.
- b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.
- c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.
- d. Consultant shall provide City staff with access to and, upon request by City, provide copies to City of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

28. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

29. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

30. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

31. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of Oklahoma.

32. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

33. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

34. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

35. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

36. Arbitration or Litigation

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association. If the mutual agreement as to arbitration does not exist, then either party may institute a civil action in the Oklahoma District Court located in and for Cleveland County, Oklahoma.

38. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

39. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to [Consultant Name, [Consultant Address], Attention: [Consultant Contact Name], [Consultant Contact Title].

b. Any notices to City may be delivered personally or by mail addressed to City of Norman, 1310 Da Vinci Street, Norman, Oklahoma 73069, Attention: [Taylor Johnson, Transit and Parking].

40. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City’s purchasing policies and Consultant.

41. Entire Agreement

City and consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF NORMAN

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

City Attorney’s Office

Clint Mercer, Risk Manager

CONSULTANT

Signature: _____

Name: Dillon Twombly

Title: Manager

Exhibit A (Scope of Services)¹

Date: _____

1. Purpose; Scope

By this service order (the “**Order**”), River North Transit, LLC (“**Consultant**”), a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”) and The City of Norman, Oklahoma (“**City**”) agree to collaborate towards the initiation of City’s demand response transit service in Norman, Oklahoma (as agreed upon by the parties during the planning and design stages of the Pilot) for twelve months following launch thereof, subject to extension by mutual agreement of the parties.

In accordance with the Agreement, Consultant will provide City with technology and technology-enabled integration services (the “**Services**”), acting as a broker coordinating the services of third party service providers to effectuate the on-demand transit service (the “**Pilot**”). Consultant 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. Consultant’s Services will include:

- 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 the City’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 shall be resolved in favor of this Service Order.

¹ A capitalized terms used but not defined herein shall have the meaning set forth in the Agreement for Metrotransit Services signed by River North Transit, LLC and the City (the “**Terms**”).

2. Duration & Launch Date

The duration of the Pilot shall last for a period of 12 months following the launch date (the “**Initial Term**”), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

The City will provide written notice to proceed to Consultant at least 8 weeks prior to service launch. For the avoidance of doubt, notice to proceed can only be written by City once the contract and appendices (including the 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, Consultant will commence local preparation for launch (“**Launch Preparation Period**”). Service operation will begin on a mutually agreeable date, no earlier than August 21, 2023, unless Consultant and the City define an alternative mutually agreeable date in writing (“**Launch Date**”).

3. Fees

The Fees for the service described in this Order are:

The table below outlines the payment structure, in which City would be charged an upfront fee, ongoing monthly fees based on vehicle hours. All regulatory fees related to the service will be charged as a pass-through cost. The Pilot 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 \$639,413 for the initial contract term.

Norman, OK: Via Total Not-to-Exceed Contract Value

	Price per Driver	
	Hour	Total Price
Fixed (Upfront) Costs	N/A	\$91,960
Total Upfront Cost		\$91,960
Project Management & Other Operations*	\$32.87	\$180,489
Driver Pay (Incl. WAV)	\$61.11	\$335,555
Customer Service	\$5.72	\$31,409
Total Cost per Driver Hour	\$99.70	\$547,453
Total Not-to-Exceed Cost to Norman, OK		\$639,413

Note: Pricing excludes all taxes and assumes service hours of 7:00pm - 1:00am Monday - Friday, 6:00pm - 12:00am Saturday, and 10:00am - 6:00pm Sunday. Pricing assumes launch within 4 months of contract signing.

* Includes IT hosting, technology access, operations support, and other miscellaneous costs.

Driver Hours Summary:

Total Implied Driver Hours	5,491
Total Implied Driver Hours (Weekly)	106

Service Hours Summary:

Total Implied Service Hours	2,288
Total Implied Service Hours (Weekly)	44

City will be billed for the above fees as described below. Fees assume Launch Date occurs within four months of contract signing. If the Launch Date is delayed beyond four months of contract signing, Consultant may opt to renegotiate the fees. Ongoing Invoice Fees will be billed payable in advance on the first of the month and as further specified below. City shall pay the following fees to Consultant:

Fixed (Upfront) Costs

City shall pay to Consultant a non-refundable installation fee of \$91,960, which will be payable in full upon signing of this Agreement. In addition to technology localization costs, installation fee includes WAV retrofits and vehicle wraps. Should City require additional WAV retrofits or vehicle wraps, Consultant will bill City as incurred.

Ongoing Invoice Fees

City shall be responsible for monthly ongoing fees of \$99.70 per vehicle hour (the "**Monthly Subscription Fees**"). A vehicle hour is defined as each hour during which a driver is paid on the Via platform. All fees set forth herein shall be payable by City on a net thirty-day basis. If Consultant does not receive timely payment, Via Entity may suspend Via Entity's performance and seek cost of collection, including reasonable court ordered attorneys' fees.

Consultant will provide City with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form attached hereto as Exhibit B. The City hereby agrees

that the sample invoice form set forth on Exhibit B is satisfactory to City, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to Consultant. If City requires additional invoice support, Consultant can use best efforts to provide it, and additional costs may apply.

Should changes in applicable federal, state or local law result in a significant change in Consultant's costs, Consultant or City may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in Consultant's cost per hour of 10% or more to any of the following categories, compared to costs at the time of contract signing, Consultant may amend the ongoing on-demand vehicle hour rate accordingly:

- Labor (driver pay)
- Vehicle rental
- Fuel

Should Consultant elect to adjust the per vehicle hour rate, supporting documentation of the relevant cost increases will be provided to City, and the contract will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the City, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

Fare Revenue

Fare revenue collected (net of processing fees), will be reflected as a credit on the City's invoice on a one month lag.

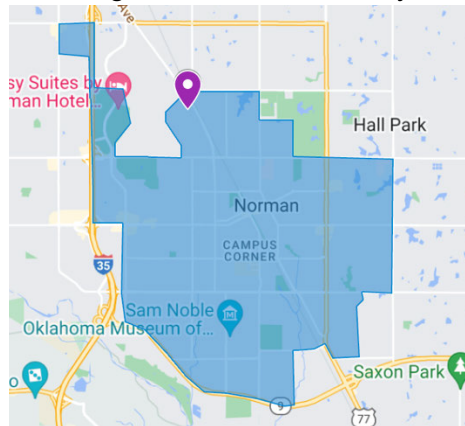
Launch Delay

If the Launch Date is delayed for more than a month by City for any reason, City shall be responsible for paying Consultant for any actual out of pocket costs incurred by Consultant in preparation for launch (the "**Upfront Costs**") and a \$2,000 technology fee for the cost of maintaining the technology infrastructure for City's deployment during the period of delay (the "**Technology Fee**"). The Upfront Costs shall be payable within thirty days from the date City notifies Consultant of the delay and the Technology Fee shall be payable monthly at the beginning of the month in which it is incurred.

4. Service Parameters

Consultant 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 Norman, OK with an approximate shape as indicated in the image below. The final zone will be determined by mutual agreement between City and Consultant.



- **Service Days/Hours:** 7:00 PM to 1:00 AM on Monday through Saturday; 10:00 AM to 6:00 PM on Sundays
- **Rider Fare:** The rider fare will be \$2.00. During the duration of the launch process and the Pilot, rider fare may be amended by mutual agreement between City and Consultant.
- **Payment:** Consultant will ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.
- **Payment:** The Vehicle Provider will offer a fleet of up to four (4) branded, licensed and insured vehicles, 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. One of these four (4) vehicles will be treated as a spare vehicle, which will only be used if one of the core fleet vehicles becomes inoperable. If the branded vehicle fleet is not sufficient to meet service requirements for any reason, Consultant may supplement the fleet with a temporary fleet that would include other makes and models, as necessary in order to increase the supply of vehicle hours. Such vehicles may be unwrapped and identified by magnets.

During the Term of the Agreement, Service Parameters may be modified based on mutual agreement between City and Consultant. City shall be responsible for any cost incurred by Consultant as a result of such changes.

Consultant will ensure the execution of the necessary registrations and licensing to perform the Services, with the cooperation and assistance of the City.

Parking: City shall identify and make available a depot or parking lot with ample overnight parking (at minimum 7 spaces) for the dedicated fleet along with spaces for Driver Partners' personal vehicles. The depot/lot must be in a safe and lighted area inside the boundaries of the service zone

5. Project Team & Governance

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

The Consultant 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 City Project Manager on an ongoing basis. The Consultant Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Pilot, 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 Consultant 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 Pilot, Consultant’s Project Team, led by the Consultant Project Manager, will liaise with the City Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Consultant will source Driver Partners to provide transportation services to City through the Platform. Consultant will engage in a good faith effort to register Norman residents as Driver Partners.

Consultant will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Consultant with the following areas covered: familiarization with the Pilot service areas; hours of service; City’s expectations as set out in the Norman Microtransit Pilot Program RFP and Via’s proposal; use of the Driver App; and reporting incidents and delays in service.

Consultant 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

Consultant 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.

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 through Via's global consolidated queues.

8. Marketing, Promotions, & Press

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

The Pilot, 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 Consultant, and will be prominent on all assets promoting the Pilot, 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. Consultant may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the City.

All City-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Consultant before distribution. A minimum of five business days review time must be provided in advance to Consultant for its review.

Consultant shall provide marketing strategy for the Pilot, including the following activities and tactics:

- Develop a marketing plan to guide the overall strategy and tactics to drive Rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with the City.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for Riders to become the service's biggest ambassadors.
- Develop street marketing programs to effectively drive hyper-local awareness of the service.
- Manage digital marketing campaigns to build awareness and drive service adoption.
- Propose and implement in-app promotional programs to drive Rider activation, retention, growth.
- City shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with Consultant in all respects, including the following activities:
- Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with Consultant. All key project messaging used for public relations purposes is to be

developed in collaboration with Consultant. Any media announcement on the Pilot will be made available for Consultant's review and approval prior to the Launch Date.

- Implement community outreach plan by meeting with key organizations and community members ahead of Launch Date and throughout the duration of Pilot to educate, build awareness, and garner support for the service.
- Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

9. Data Sharing & Reporting

Consultant will share data from the Pilot as set forth in Appendix 1 (the "Pilot Data").

The Pilot Data shall be made available in formatted numerical and graphical reports.

For the avoidance of doubt, the information above constitutes proprietary trade secrets of Consultant and Via, and shall be subject to the confidentiality obligations set forth in the Agreement.

Appendix 1 to Service Order**Data Sharing****Authorized Users - Contract**

The below exhibit sets forth the members of the City's "Core Team" who are designated authorized users to directly access the Via Solution and Pilot Data. Any access beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Director of Public Works	Shawn O'Leary
Transit and Parking Program Manager	Taylor Johnson
Transit Planner and Grants Specialist	Jason Huff
Administrative Technician III	Danielle Clark

Data Sharing Plan - Appendix

As part of the service, Consultant will make below data available to members of the City's Core Team for the purpose of performance tracking and program evaluation. Consultant will only share the data in the Via Operations Center and only make it available to members of the Core Team identified to require access. Consultant will not share underlying data through any other method than Via Operations Center access. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms. The City will provide Via with staff to be allowed access to the system.

To protect Via's intellectual property and the privacy of Riders, Consultant will provide the following data tables and dashboards in the form of aggregated Via Operations Center reports that will be provided for City's access. These reports will be refreshed daily. The reports are aggregated, de-identified and do not include any personal information of Riders.

Section A: STANDARD REPORTING SET	
Dashboard	Data / Graphs provided
<p>Top Level Service Operations Metrics <i>Key service metrics filterable by time period</i></p>	<ul style="list-style-type: none"> ● Total ride requests: the total number of attempts by riders to book a ride (or delivery) from an origin to a destination. ● Requests during service hours: "Total ride requests" made during service hours. ● Met Demand: the total number of Ride Requests that received a ride proposal. ● Met Demand Rate: 'Met Demand' out of 'Total ride requests,' as a percentage. ● Completed rides: the total number of riders (including additional passengers) successfully transported. ● Completed Rides Rate: 'Completed Rides' out of 'Total ride requests,' as a percentage. ● Utilization: the average number of passengers transported per vehicle per hour.
<p>Service Operations Metrics Graphs <i>Graphs/visualization of key metrics by day, week, month, or specific days of the week</i></p>	<ul style="list-style-type: none"> ● Met Demand: total number of Ride Requests broken out by met demand and rides unable to fulfill. ● Detailed Ride Requests Status: A detailed breakdown of the outcome for each Ride Request (e.g., completed, canceled, no show) ● Utilization: the average number of passengers transported per hour by day
<p>Rider Experience <i>Snapshot of quality of service and rider experience</i></p>	<p><i>Top Level Metrics</i></p> <ul style="list-style-type: none"> ● Average Ride Duration: average time in minutes from pickup to dropoff (displayed for completed rides only). ● Average Ride Rating: average ride rating provided by riders (out of 5 stars). ● Average Pickup Walking Distance: walking distance from the origin requested by the rider to the actual pickup location assigned. <p><i>=Rider Experience Graphs (filterable by day, week, month)</i></p> <ul style="list-style-type: none"> ● Average Ride Duration

	<ul style="list-style-type: none">● Average Ride Distance● Average Ride Rating● Average Pickup Walking Distance
<p>Data Generator: Ride Request Table <i>Detailed table of every ride request made for the service</i></p>	<p><i>Data Columns in Table</i></p> <ul style="list-style-type: none">● Request Creation Date● Request Creation Time● Request ID● Request Status● Rider ID● Wheelchair Accessible● Number of Passengers● Origin Address● Origin Latitude● Origin Longitude● Destination Address● Destination Lat● Destination Long● Ride Price● Ride Distance● Ride Duration (min)

**Exhibit B
Invoice and Data Backup**

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Invoice

Date

Invoice #

**River North Transit, LLC
Via Transportation, Inc.
10 Crosby Street, Floor 2
15
New York, NY 10013
United States**

**Terms Net
Due Date
PO #
Billing Period**

**Bill To
City of Norman, Oklahoma
201 W Gray St,
Norman, OK 73069**

Description	Rate	Quantity	Amount
Total Vehicle Hours			

Total

**Please make checks payable to:
River North Transit LLC
P.O. Box
7410493
Chicago,
IL 60674-
0493**

Wire Instructions:





City - Vehicle Hours Support

Support for all invoicing shall be provided using the template below. The table shall include vehicle hours and corresponding vehicle ID per vehicle for each day of the month in which the deployment and such vehicle is in service. This template is standard and will contain the information shown below. Any invoice-related questions can be directed to ar@ridewithvia.com.

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Date	Driver ID	Van ID	Van Hours
7/1/2021	14	34	6.05
7/1/2021	68	14	8.07
7/1/2021	79	15	13.89
7/2/2021	37	15	5.49
7/2/2021	37	35	5.15
7/2/2021	68	15	8.37
7/2/2021	70	14	5.56
7/2/2021	71	35	9.02
7/5/2021	28	35	5.15
7/5/2021	30	14	7.84
7/5/2021	63	35	6.47
7/6/2021	28	35	14.75
7/6/2021	63	15	6.01
7/6/2021	79	15	8.28
7/7/2021	14	35	8.65
7/7/2021	79	15	15.01
7/8/2021	14	35	15.82
7/8/2021	39	15	7.90
7/8/2021	79	15	6.02
7/8/2021	82	14	8.35
7/9/2021	39	15	8.14
7/9/2021	82	14	8.38
7/9/2021	88	15	6.19
7/12/2021	14	35	8.50
7/12/2021	48	14	6.01
7/12/2021	63	14	8.03
7/12/2021	79	15	14.86
7/13/2021	14	15	8.52
7/13/2021	14	35	7.19
7/13/2021	37	35	0.70
7/13/2021	63	14	6.58
7/13/2021	68	15	6.31
7/14/2021	14	35	8.49
7/14/2021	53	35	5.49
7/14/2021	63	14	6.22
7/14/2021	88	14	4.87
7/15/2021	14	35	8.53
7/15/2021	39	14	6.36
7/15/2021	68	15	6.35
7/15/2021	82	14	8.50
7/16/2021	28	35	15.41
7/16/2021	79	15	15.34
7/16/2021	82	14	8.20
7/16/2021	86	14	5.94
7/19/2021	48	14	6.50
7/19/2021	53	35	7.95
7/19/2021	88	14	7.85
7/20/2021	28	12	14.80
7/20/2021	35	15	8.14
7/20/2021	63	14	6.25
7/20/2021	63	15	6.85
7/20/2021	88	14	7.71
7/21/2021	39	12	7.83
7/21/2021	63	15	7.01



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Date	Driver ID	Van ID	Van Hours
7/21/2021	88	14	7.37
7/22/2021	39	12	8.11
7/22/2021	79	15	7.48
7/22/2021	82	22	8.33
7/22/2021	88	15	6.66
7/23/2021	28	12	15.04
7/23/2021	79	15	15.21
7/23/2021	82	22	14.26
7/26/2021	63	12	15.25
7/26/2021	79	15	14.16
7/26/2021	86	22	6.15
7/26/2021	88	22	7.57
7/27/2021	28	12	15.19
7/27/2021	63	22	4.48
7/27/2021	79	15	7.82
7/27/2021	88	22	8.03
7/28/2021	48	12	6.69
7/28/2021	63	12	8.61
7/28/2021	79	15	14.92
7/28/2021	88	22	7.86
7/29/2021	70	12	6.14
7/29/2021	70	22	6.04
7/29/2021	79	15	7.73
7/29/2021	88	22	7.83
7/30/2021	28	12	7.04
7/30/2021	63	12	7.55
7/30/2021	63	15	5.32
7/30/2021	86	22	5.19
7/30/2021	88	22	7.85
Total			701.73

