

Agenda
High Valley Transit District
Tuesday, April 13, 2021, 1 PM

NOTICE is hereby given that the Board of Trustees will meet electronically,
via Zoom, on Tuesday, April 13, 2021

(All times listed are general in nature, and are subject to change by the
Board)

Consistent with provisions of the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-207(4), the High Valley Transit District Board of Trustees Chair has issued written determinations supporting the Board of Trustees' decision to convene electronic meetings of the Board without a physical anchor location. Due to the health and safety risks related to the ongoing COVID-19 pandemic and considering public health orders limiting in-person gatherings, members of the public should not attend Board meetings in person. However, members of the public are invited and encouraged to view and participate in the Board's electronic meetings as described below.

Public comment may also be submitted until 10 AM on Tuesday, April 13, 2021 via email at TDadmin@summitcounty.org.

To participate in the webinar:

<https://summitcountyut.zoom.us/j/91041274529>

Or, to listen by phone, dial 1-301-715-8592; **Zoom Webinar ID: 910 4127 4529**

This meeting may be recorded.

- 1) Pledge of Allegiance
- 2) Public Comment – all comments will be limited to three minutes per person

Board Action

- 3) Discussion and possible approval of the Draft First Amendment to the Master Services Agreement between Via Mobility LLC and Summit County revising Indemnity and Warranties, and adding sections regarding Insurance and Disputes (p. 3)
- 4) Discussion and possible approval of TaaS Fixed Route Service Order (p. 11)
- 5) Discussion and possible approval of purchase for two New Flyer vehicles (p. 30)

Closed Session

6) Property Acquisition

Members of the Board, presenters, and members of the public may attend and fully participate by electronic means, using Zoom (phone or video).

Non-Discrimination Notice The High Valley Transit District's policy is that no person, regardless of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to any discrimination under any program, activity, or services under Section 601 of Title VI of the Civil Rights Act, as amended. To view a copy of our Title VI Policy and Complaint Procedure, please contact us at (435) 336-3113. If you require this or any information in an alternative format, please contact us at (435) 336-3113.

**FIRST AMENDMENT TO MASTER SERVICES AGREEMENT
BETWEEN VIA MOBILITY, LLC AND SUMMIT COUNTY**

This First Amendment to the Master Services Agreement (this “First Amendment”) is made as of this ____ day of _____ 2021 (the “Effective Date”), by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah (the “Customer”) and **VIA MOBILITY, LLC**, a Delaware limited liability company (“Via”). The County and Via are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

A. Customer and Via previously entered into that certain Master Services Agreement, dated September 3, 2020 (the “Original Agreement”). Each capitalized term not defined in this First Amendment has the meaning ascribed to it in the Original Agreement.

B. The Parties now desire to amend the Original Agreement to provide for additional terms and modifications.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.

2. Original Agreement; Amendment. Except as expressly set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Original Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control in all respects. All references to the Original Agreement shall be deemed references to the Original Agreement as amended hereby.

3. Indemnification. Section 6 to the Original Agreement is modified as follows:

6. INDEMNIFICATION

- a. Via will indemnify Customer for losses, including reasonable attorney’s fees, arising out of third party claims resulting from (a) Via, its contractors and subcontractor’s negligence, gross negligence or willful misconduct, (b) claims that the Via Solution infringes third party intellectual property rights (except if such claims are the result of Customer’s use or modification in violation of this agreement), or (c) Customer’s cost of remediation services in connection with unauthorized access to personal information of Customer or Customer’s customers or end users resulting from a material breach of Via’s security program.
- b. The Customer will indemnify Via for losses, including reasonable attorney’s fees, arising out of third party claims resulting from Customer’s negligence, gross negligence or willful misconduct.

Customer's indemnification obligations shall exclude any claims set forth in Section 6(a).

- c. VIA'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION TO THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$10,000,000 OR THE AGGREGATE OF ALL AMOUNTS PAYABLE TO VIA UNDER THIS AGREEMENT, OR ANY SERVICE ORDERS HEREUNDER OR UNDER ANY OTHER AGREEMENT BETWEEN CUSTOMER AND VIA, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING ASSERTION OF THE CLAIM.

- 4. Warranties. Section 7 to the Original Agreement is modified as follows:

7. WARRANTIES

- a. Via warrants: (i) that the Services will be carried out in a competent and professional manner in accordance with applicable law and consistent with the Customer's service requirements as set forth in any Service Order; (b) it has all rights necessary to enter into this Agreement and to perform the Services in accordance with this Agreement. Customer warrants that it has all rights necessary to enter into this Agreement and to receive the Services in accordance with this Agreement.
- b. EXCEPT FOR SECTION 7(A) AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT); AND (b) VIA DOES NOT WARRANT THAT THE VIA SOLUTION OPERATES WITHOUT INTERRUPTION, OR IS ERROR FREE.

- 5. Insurance. The Original Agreement is amended to provide for a new Section 10 pertaining to insurance coverage.

10. INSURANCE

Via shall procure and maintain for the duration of the Original Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by Via, its agents, representatives, employees, or

contractors, and shall require that its subcontractors procure limits at least equivalent to the below. Via shall provide a Certificate of Insurance evidencing:

- a. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.
- b. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- c. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, Via warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- d. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- e. Data Breach and Privacy / Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of Via's computer systems or the Customer's systems due to the actions of Via which results in unauthorized access to the Customer's data. The limit applicable to this policy shall be no less than \$5,000,000 per occurrence, and must apply to incidents related to the Cyber Theft of the Customer's property, including but not limited to money and securities.
- f. The Customer shall also be named as an additional insured on general liability and auto liability insurance policies of Via or its subcontractors, as applicable, with respect to work performed by or on behalf of Via and a copy of the endorsement naming the Customer as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Via shall deliver notice to the Customer within thirty (30) days of

cancellation. The Customer reserves the right to request certified copies of any required policies.

- g. Via's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Disputes. The Original Agreement is amended to provide for a new Section 11 pertaining to disputes.

11. DISPUTES

- a. Negotiation. Upon written notice of any dispute, the Parties shall attempt to resolve it promptly by good faith negotiation between the chief administrative officers of the Parties, who have authority to settle the dispute (the "*Negotiation*"). The Negotiation should be completed within thirty (30) days.
- b. Mediation.
 - (i) If the dispute has not been resolved by Negotiation in accordance with Section 11(a), then the Parties shall proceed to mediation (the "*Mediation*"). A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The Parties shall agree on a mediator; however, if they cannot agree within fourteen (14) days then each Party shall appoint a mediator, and together those two mediators will appoint a third mediator, who shall serve as the sole mediator of the dispute. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "Notice of Impasse." All reasonable efforts will be made to complete the Mediation within thirty (30) days of the first mediation session.
 - (ii) During the course of the Mediation, no Party can assert the failure to fully comply with Section 11(a), as a reason not to proceed or to delay the Mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until

thirty (30) days after the Parties agree that the mediation is concluded or the mediator or a Party issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the Parties agree otherwise.

- (iii) All communications, both written and oral, during the Negotiation and Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.
- (iv) The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

7. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this First Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

8. Further Action/Amendment. The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this First Amendment.

9. Counterparts. This First Amendment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

10. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

11. No Third-Party Beneficiary Rights. This First Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto.

12. Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, pandemic, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

13. Authority. The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this First Amendment.

/SIGNATURE PAGES FOLLOW/

IN WITNESS WHEREOF the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

SUMMIT COUNTY
60 North Main
P.O. Box 128
Coalville, Utah 84017

Thomas C. Fisher
County Manager

APPROVED AS TO FORM:

David L. Thomas

David L. Thomas
Chief Civil Deputy

VIA MOBILITY, LLC
160 Varick Street, Floor 4
New York, New York 10013

Tax ID#: _____

By: _____

Name: _____

Title: _____

Transit as-a-Service (TAAS) SERVICE ORDER¹
Fixed Route Transit Service

Date: April 8, 2021

1. Purpose; Integration of Master Agreement; Scope

By this service order (the “**Order**”), River North Transit LLC, (“**River North**”), a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”) and Summit County (“**Customer**”) agree to collaborate towards the initiation of Customer’s fixed route transit service in Summit County (as agreed upon by the parties during the planning and design stages of the Service) for 24 months following launch thereof, subject to extension by mutual agreement of the parties.

The Master Services Agreement between Via Mobility, LLC and Summit County, dated September 3, 2020, and its First Amendment, dated April 2021 (together, the “Master Agreement”), is incorporated herein by this reference and shall be fully binding upon River North and Via in the provision of Services (defined below) under this Order. All capitalized terms used but not defined herein shall have the meaning set forth in the Master Agreement.

In accordance with the Master Agreement, River North will provide Customer with technology and technology- enabled integration services, acting as a broker coordinating the services of third-party service providers to effectuate the fixed route transit service (the “**Services**”). River North will contract with third party service providers to effectuate such integration, including with fleet and driver managers, vehicle suppliers, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters (the “**Operations**”). River North’s Services will include:

- Bus transportation services for High Valley Transit passengers on routes as described herein.
- Support for fixed route transit and paratransit services all within a single platform
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein.
- Ongoing consulting and planning support 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.

2. Duration & Launch Date

The duration of the Operations shall last for a period of 24 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 Customer will provide written notice to proceed to River North at least 8 weeks prior to service launch. For the avoidance of doubt, written notice to proceed can only be issued by Customer 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, River North will commence local preparation for launch (“**Launch Preparation Period**”). Service operation will begin on a mutually agreeable date, no earlier than June 30th, 2021, unless River North and the Customer 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 Customer would be charged a monthly fee per revenue hour used, with a minimum number of revenue hours dedicated to the service. All regulatory, facility buildout fees, and fuel costs related to the service will be charged as a pass through cost. The Operations shall include a fleet of vehicles as described in Section 4, Fleet, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees).

Summit County: Via Fixed Route Not-to-Exceed Contract Value

	Price per Revenue Hour	Total Max. Price (First 12 Months)	Total Max. Price (Next 12 Months)	Total Max. Price (24 Months)
Drivers & Vehicle Costs (Excl. Leases)	\$115.82	\$5,457,323	\$5,457,323	\$10,914,645
Vehicle Leases	\$6.07	\$286,012	\$286,012	\$572,025
Team	\$11.99	\$564,957	\$564,957	\$1,129,914
Customer Support	\$4.69	\$220,988	\$220,988	\$441,976
Other Operations*	\$8.75	\$412,291	\$412,291	\$824,583
Fully Loaded Cost per Revenue Hour	\$147.32	\$6,941,571	\$6,941,571	\$13,883,142
Consulting & Transit Planning Services**	n/a	\$50,000	\$0	\$50,000
Total Not-to-Exceed Cost (Fixed Route Service, 24 Months)		\$6,991,571	\$6,941,571	\$13,933,142

Note: Excludes annual real estate expenses and annual fuel expenses to be treated as pass-throughs. Vehicle lease costs assume Via / LeBus procure 4 New Flyer buses, and the remaining buses are provided by Summit through PCT and purchase of NewFlyers. Fuel is estimated at \$6 / revenue hour, and facility buildout is estimated at \$440k.

* Includes facility lease cost, passenger counters, mobile office trailers, IT hosting, technology access, insurance, and other miscellaneous costs.

** To be billed in accordance with rates outlined in Section 10.

Revenue Hours Summary:

Total Maximum Revenue Hours	47,119	47,119	94,238
Total Maximum Revenue Hours (Weekly)	906	906	906

Service Hours Summary:

Total Service Hours	6,552	6,552	13,104
Total Service Hours (Weekly)	126	126	126

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

Recurring Fees:

Customer shall pay the following fees to be invoiced monthly by Via, starting upon launch of the Operations:

- \$147.32 per revenue hour
- Consulting and planning fees in accordance with the rates described in Section 10

Minimum fees:

River North will bill for a minimum of 42,000 annual revenue hours. Any reduction in service determined by High Valley Transit cannot go below this threshold.

River North will invoice Customer on or around the 15th of each month for revenue hours incurred in the prior month.

Service Description:

6 Lime

Service hours: 5:45am-11:45pm

- Frequency: 15-minute headways (both directions)
- Route: Jeremy Ranch to Deer Valley Resort

11 Black

Service hours: 5:42 AM - 6:08 PM

- Frequency: 6 round-trips per day
- Route: Old Town Transit Center to Francis

Kimball Junction Circulator

Service hours: 9am - 10pm, daily

- Frequency: 15 min
- Vehicles online: 2
- Vehicle type: AWD van (11 passenger seats)

Bitner Loop

Service hours: 6am - midnight, daily

- Frequency: 15 min
- Vehicles online: 1
- Vehicle type: 4WD shuttle (14 passenger seats)

Service Changes

Should changes in applicable federal, state or local law result in a significant change in River North's costs, Via or Customer may opt to renegotiate the revenue hour fees. River North will work with Customer to make reasonable accommodations, as requested, to change the schedules for Services provided under this Order. In the event that a requested schedule change results in changed costs to River North, the fees set forth in Section 3 will be adjusted to reflect such changed costs. Additionally, should fluctuations in ridership demand or weather conditions necessitate a change in service design to reflect a greater frequency of the schedule, River North will retain the ability to add revenue hours, with approval from High Valley Transit. River North shall make every reasonable effort to notify High Valley Transit in writing of any such added costs prior to the implementation of any such proposed schedule change.

River North is not obligated to agree to a schedule pattern which increases the number of Buses or drivers required to provide the Services, although River North will make every reasonable effort to meet requests from High Valley Transit for increased service.

High Valley Transit will be solely responsible for reimbursing River North for any extra fees and expenses incurred by River North which result from any service modifications requested by High Valley Transit.

Fuel Pass-Through Billing

River North will invoice High Valley Transit for fuel on a pass-through basis, billed monthly. Fuel costs are estimated to be \$6/revenue hour.

Facility Buildout Pass-Through Billing

River North will invoice High Valley Transit on a pass-through basis for all costs related to the bus depot facility buildout, including for labor, materials, and take-down costs. Facility buildout is estimated to be \$440,000 in total.

Bitner Loop and Kimball Junction Circulation Budget²

High Valley Transit will be invoiced monthly for costs related to the Bitner Loop and Kimball Junction Circulator services at a total cost not to exceed \$733,300, pending final agreement with Downtowner.

Expense	July 2021 - June 2022
Driver and manager payroll	399,876
Vehicle lease	159,168
Insurance	34,000
Fuel	43,496
Maintenance	27,100
Vehicle cleaning	8,700
Staffing / other	5,160
Device cell service	3,000
Fee	52,800
Total	\$733,300

4. Fleet

- **Vehicle Fleet:** The Vehicle Provider will offer a fleet of up to 4 vehicles, 2 dedicated as spares. High Valley Transit will provide 7 vehicles to River North to use for the service of (MAKE, MODEL, YEAR - to be filled in by Summit County). River North and its subcontractors will be responsible for maintenance and insurance of the vehicles provided by High Valley Transit. All vehicles will have a communications device for drivers, mounted

² Pending final agreement between River North, High Valley Transit, and Downtowner

within the bus. River North will at all times maintain the vehicles in a clean, safe, and good operating condition.

River North will ensure the procurement of all necessary registrations and licensing to perform the Services, with the cooperation and assistance of the Customer.

5. Project Team & Governance

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

The River North 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 Customer Project Manager on an ongoing basis. The River North Project Manager will appoint members and subcontractors to the Project Team to assist in the integration of the various elements of the Operations, to include personnel with expertise in service scoping, driver acquisition and training, fleet service and maintenance, marketing, and data analytics. For the avoidance of doubt, the River North Project Manager will have no power to serve notice or amend the Master Agreement, or this Order.

Leading up to the launch of, and during the course of the Operations, River North’s Project Team, led by the River North Project Manager, will liaise with the Customer Project Manager over the key deliverables of this Order and endeavor to maximize ongoing service optimization.

6. Driver Operations Management

River North shall work with a subcontractor to provide vehicles, fleet services, and driver operations for the fixed route transit service. The subcontractor shall provide a sufficient number of professional, qualified drivers who meet all requirements as set forth in all applicable administrative, county, state and federal laws, and have appropriate licenses, permits, and insurance required for the type of vehicles being operated. River North will remain responsible for all of its employees, agents and subcontractors. To that end, River North or its subcontractors will employ or direct such personnel as it requires to perform said Services; provided, however, River North shall, upon objection from High Valley Transit concerning the conduct, demeanor or appearance of any River North or subcontractor employee, River North will immediately ensure that all reasonable remedial steps necessary are taken, including, without limitation, removing the employee from involvement with the Services.

7. Rider and Driver Support

River North will ensure the provision of customer service and support for Riders on issues that arise in connection with use of Via's proprietary technology platform (the "**Platform**").

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the Platform. If an issue arises for a Rider or driver 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

River North shall work closely with Customer to determine a unified marketing and promotional program that increases community awareness of the Service and maximizes its success.

The Operations, 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 Operations, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

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

River North shall provide marketing strategies for the Services and Operations, 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 Customer.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that create opportunities for Riders to become the Service's biggest ambassadors. Manage digital marketing campaigns to build awareness and drive increased ridership.
- Propose and implement in-app promotional programs to drive Rider activation, retention, and growth.

Customer shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with River North in all respects, including the following activities:

- Develop a media relations plan to drive publicity for the Service unique to Summit County, including a press release and kick-off event that is planned in conjunction with River North. All key project messaging used for public relations purposes is to be developed in collaboration with River North. Any media announcement on the Operations will be made available for River North's review and approval prior to the Launch Date.
- Implement community outreach by meeting with key organizations and community members ahead of Launch Date and throughout the duration of Operations to educate, build awareness, and garner support for the Service.
- Engage with local city and county leaders and politicians; request support in reaching out to their communities through their own communication channels.

River North and Customer will work collaboratively to refine the media relations plan as needed. For the avoidance of doubt, River North will have the flexibility to execute similar marketing initiatives as the Customer at its own expense. In such cases, River North will coordinate with the Customer in advance.

9. Data Sharing & Reporting

River North will share data from the Operations as set forth in Appendix 1 (the “**Operations Data**”).

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

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

10. Consulting and Transit Planning

As the new High Valley Transit service is implemented, Customer may eventually consider an expansion in the scope or volume of fixed-route transit, on-demand, or paratransit services it offers; strategic partnerships with neighboring counties and agencies; public-private partnerships; and other initiatives. To support these activities, as directed by Customer, Via's planning and consulting team, Via Strategies, will carry out additional fixed-route, on-demand, and multimodal service planning; network optimization; equity analysis; and other strategic mobility consulting and planning services. The budget for these activities will not exceed \$50,000, and any work performed will be billed on an hourly basis according to the following table of rates:

Category	Hourly Rate
Vice President	\$220
Director	\$175
Principal	\$150
Associate Principal	\$95
Associate	\$75

RIVER NORTH LLC	CUSTOMER: SUMMIT COUNTY
Authorized Signature	Authorized Signature
Printed Name	Thomas C. Fisher
Title	County Manager
Date Signed	Date Signed

Appendix 1 to Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Operations Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Master Agreement.

Exhibit 1.

Core Team	
<u>Title</u>	<u>Name</u>
Interim General Manager	Caroline Rodriguez
Senior Transportation Planner	Jamie Dansie
Transportation Planner	Christopher Putt
Administrative Tech	Abigail Villegas
Business Analyst	Isabel Hanewicz

Data Sharing Plan - Appendix

As part of the Operations, Via will make below data available to members of the Customer's Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to Via's VOC protected by Via's VPN. Each of the individuals listed as members of the Core Team will be provided their own VPN credentials. Access to the data will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method. The data included in the VOC is considered a trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Master Agreement. Notwithstanding the foregoing, Via authorizes Customer to make the data set forth in Section A below accessible to the general public.

To protect Via's intellectual property and the privacy of Riders, High Valley Transit agrees to River North's software terms of use acknowledgment in Exhibit 1.

Section A: STANDARD REPORTING SET		
Dashboard	Data Point	Level of Detail
<i>Vehicle Hours Reporting</i>	Vehicle Revenue Hours	Monthly
	VOMS (Vehicles Operated in Maximum Service)	Monthly
	VAMS (Vehicles Available in Maximum Service)	Monthly
On Time Performance	% On Time (0-5 min late)	Overall for service By line By month
	% Early (Any time before communicated time)	Overall for service By line By month
	% Late (Greater than 5 min)	Overall for service By line By month
Passenger Report ³ <i>Passengers by line and stop</i>	-Date -Hour -Route -Boards (Passengers who got onto the bus) -Alights (Passengers who got off the bus) -Stop ID -Stop Name	Overall for service By line By month

³ Will make available on a monthly basis starting September 1, 2021

Exhibit 1.

VIA SOLUTION TERMS OF USE ACKNOWLEDGEMENT

This Via Solution Terms of Use Acknowledgment (the “**Acknowledgement**”) is made and entered into as of April __, 2021 (the “**Effective Date**”) by and between River North Transit LLC (“**River North**”), a Delaware limited liability company with its principal office located at 160 Varick St, New York, New York 10013 and a wholly owned subsidiary of Via Transportation Inc. (together with River North, “**Via**”) and Summit County, a political subdivision of the State of Utah (the “**Customer**,” and together with River North, the “**Parties**”).

WHEREAS, Via is the developer and owner of a proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage transportation networks, and has developed a cloud-based version of its platform and related systems and methods to permit administrators to review and edit account information and to review data concerning trips provided through the platform (collectively the “**Via Solution**”).

WHEREAS, the Parties have entered into the certain Master Services Agreement, dated September 3, 2020, and its First Amendment, dated April __, 2021, (together, the “**Master Agreement**”) and its accompanying Transit-as-a-Service (TAAS) Service Order for On-Demand Transit, dated April __, 2021, and the Transit-as-a-Service (TAAS) Service Order for Fixed Route Transit, dated April __, 2021 (together, the “**Service Order**”), through which River North will provide Customer with technology and technology enabled integration services, acting as a broker coordinating the services of third-party service providers to effectuate a transportation network in High Valley Transit (the “**Deployment**”).

WHEREAS, Customer desires to access the Via Solution in order to participate in the monitoring, operation and/or management of the Deployment.

WHEREAS, the Parties wish to enter into the agreements set forth herein in consideration for Via allowing such access and to govern the terms of Customer’s access to the Via Solution.

1. CUSTOMER’S RIGHTS AND OBLIGATIONS

1.1 Terms of Use. Customer agrees to use the Via Solution in accordance with the terms and conditions set forth at <https://ridewithvia.com/platform-terms-of-service/> (the “**Terms**”). Customer’s right to access the Via Solution is subject to the Master Agreement, Service Order and the Terms, and Via is not granting Customer any additional independent rights hereunder.

1.2 Specific Customer Obligations. Customer may not use its access to the Via Solution for any purpose other than as needed for the monitoring, operation, and/or management of the Deployment. Customer agrees not to collect, process, or disclose personal information

accessible in the Via Solution except for the limited purpose of establishing, monitoring, operating, or managing the Deployment. Customer acknowledges that the back-end tools and data reporting platforms that are included within the Via Solution, including personal information of riders and driver partners using transportation services in the Deployment, as well as trade secrets and other Confidential Information (defined below) of Via. Customer shall cause all individuals who receive log-in credentials to such tools and platforms to keep such credentials confidential and not to share them with anyone else within Customer's organization. Customer shall ensure that access to the tools and platforms of the Via Solution are only accessible to those individuals who (i) have a need to access the Via Solution for the operation of the Deployment and (ii) who have specifically been granted access credentials by Via. Customer warrants and covenants that such individuals are and will remain limited to those who need such access for the purpose of the operation of the Deployment. Customer shall put in place information barriers and firewalls to ensure that, pursuant to its obligations under Section 2 below, Via's Confidential Information is not shared with any employees, other than those who have a need to know such information, nor with any competitors of Via.

1.3 Customer's Rights: Customer's right to access the Via Solution is subject to the above-mentioned Master Agreement, Service Order and Terms and Via is not granting Customer any independent rights hereunder.

2. CONFIDENTIALITY

2.1 Non-Disclosure Obligations. Confidential information means information, data or materials in either tangible or intangible form that are trade secrets of, or proprietary and confidential to Via, its affiliates, or its clients or business partners, including as may be so designated by statute, regulation, common law, and privacy laws adopted under applicable law, or which are marked as "Confidential" or which, by their nature and the context of their disclosure, should reasonably be known to be confidential (together "**Confidential Information**"). Confidential Information may be provided or disclosed by Via or its affiliates orally, in writing or in graphical, machine-readable or other form to Customer. Customer shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the entire term of the Master Agreement and thereafter without the express written consent of Via or an affiliate in each instance, except to those individuals who need to know such Confidential Information for purposes of Deployment operations. Customer shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable care. As between the Parties, all Confidential Information shall remain the sole and exclusive property of Via and no disclosure or permitted use of the Confidential Information under this Acknowledgement or the Master Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this

Section 2.1 shall be inadequate, and in addition to any other remedy available, Via and any of its affiliates shall be entitled to seek injunctive relief. In the event that Customer receives a request for Via's or its affiliates' Confidential Information, including this Acknowledgement and the terms and conditions contained herein, under the Utah Governmental Records Access and Management Act ("**GRAMA**"), Utah Code, Title 63G, Chapter 2, Customer agrees to provide Via or its affiliates timely notice of such a request and to assist Via in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under GRAMA.

2.2 Exclusions. Customer shall have no obligation under Section 2.1 with respect to any Confidential Information disclosed to it which: (i) Customer can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of these Terms or any other agreement any party may have with Via or any of its affiliates; (iii) is independently obtained from a third party (other than Customer or any authorized recipient) whose disclosure to Customer does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by or on behalf of Customer without use of, reference to or reliance on any Confidential Information of Via or its affiliates, and such independent development can be reasonably evidenced by Customer. In addition, Customer may make disclosure of Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, Customer shall provide to Via prior written notice of the intended disclosure to enable Via the reasonable opportunity to contest or limit such disclosure or, if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure.

3. INTELLECTUAL PROPERTY AND RELATED RIGHTS.

3.1 The Via Solution. As between Customer and Via hereunder, all intellectual property rights of any type in and to the Via Solution and all of their derivative works and improvements are owned by and are proprietary to Via. No right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Acknowledgement or the Master Agreement, whether by license or otherwise. Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part, except as explicitly granted herein. Customer shall not directly or indirectly disassemble, decrypt, scan, decompile or otherwise reverse engineer in any manner any components or elements of the Via Solution or assist a third-party to do so. In the event that Via or its affiliate provides Customer with any hard-copy or electronic copies of materials containing Via's Confidential Information, including information pertaining to the Via Solution and its operation, and Customer retains copies of such materials following the termination of the Master Agreement, Customer acknowledges that all intellectual property rights relating to the Via Solution and all of their derivative works and improvements remain the sole property of Via.

4. DISPUTE RESOLUTION; GOVERNING LAW.

4.1 Dispute Resolution; Governing Law. The laws of the state of Utah will govern this Acknowledgement without regard to the principles of conflicts of laws. Venue for any dispute arising hereunder shall be the state or federal courts in Summit County, Utah.

5. TERM AND TERMINATION

5.1 Term. This Acknowledgement will take effect upon the Effective Date and shall continue for so long as Customer continues to have access to the Via Solution under the Master Agreement.

5.2 Termination of Access. If an obligation under this Acknowledgment is materially breached by Customer, Via or its affiliates may provide written notice specifying the nature of the breach to Customer, providing thirty (30) days from receipt of notice to cure. If not so cured, Via may terminate Customer's access to the Via Solution. Upon termination of Customer's access to the Via Solution, all copies and embodiments of Via's Confidential Information (including any downloaded mobile applications) must be returned to Via. Additionally, Via and its affiliates reserve the right to suspend or terminate any individual's access credentials to the Via Solution at any time in order to prevent or remediate any abuse of access rights or breach of any provision of this Acknowledgement.

6. MISCELLANEOUS.

6.1 Severability. If any term or provision of this Acknowledgment shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Acknowledgement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

6.2 Waiver. No failure of the Parties to exercise any power given to it under this Acknowledgement, or to insist upon strict compliance by the other Party with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

6.3 Master Agreement and Service Order. This Acknowledgement is separate from and without prejudice to the Master Agreement and Service Order between Customer and Via.

SIGNATURE PAGE TO VIA SOLUTION TERMS OF USE ACKNOWLEDGEMENT

By signing below, each of the Parties acknowledge and agree to the foregoing.

RIVER NORTH TRANSIT LLC	SU SUMMIT COUNTY
<hr/> Authorized Signature	<hr/> Authorized Signature
<hr/> Printed Name	<hr/> Thomas C. Fisher
<hr/> Title	<hr/> County Manager
<hr/> Date Signed	<hr/> Title
<hr/>	<hr/> Date Signed



April 6, 2021

Caroline Rodriguez
Regional Transportation Planning Director
Summit County
crodriguez@summitcounty.org
60 N Main Street
P.O. Box 128
Coalville, UT 84017

Re: New Flyer Price Proposal with Summit County for Two (2) Heavy-Duty Forty (40) Foot Diesel Transit Buses

Dear Caroline:

On behalf of New Flyer of America Inc. ("New Flyer"), a subsidiary of NFI Group Inc. ("NFI"), I am pleased to provide a pricing proposal for two (2) Heavy-Duty Forty (40) Foot Diesel Transit Buses.

The proposed buses are units that were originally destined for Mears Transportation (Orlando, FL). The buses are currently located at our Anniston facility, specified per the original Mears Transportation order and in 'as is' condition.

Vehicle Pricing and Terms

- New Flyer Xcelsior™ (XD40): **\$429,900 / Bus** (bus price includes delivery)
- Acceptance: 15 days
- Payment Terms: Net 15 on Acceptance

This is a very important opportunity for us and we look forward to working alongside Summit County now and in the future.

Sincerely,

NEW FLYER OF AMERICA INC.

Cameron Huber

CAMERON HUBER, P.Eng
Business Segment Director
(204) 583-2333
Cameron_huber@newflyer.com

cc:

Mark Fisher – Director, National Sales
Walter Yang – Regional Sales Manager

Built to Rely On®

xcelstor

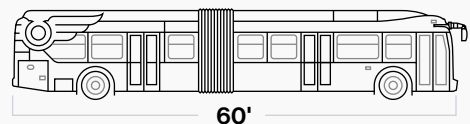
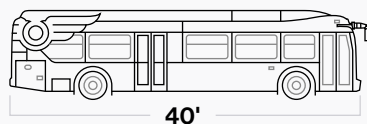
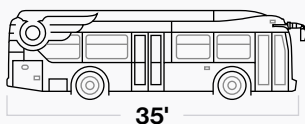
**Battery-Electric | Fuel-Cell Electric | CNG
Hybrid-Electric | Clean Diesel | Trolley-Electric**



Smart mobility solutions.

New Flyer has been leading innovation in mobility for 90 years, and today supports growing North American cities with sustainable buses, technology, and infrastructure.

Available in 3 lengths.



Best-in-class features.

Enhanced Safety & Accessibility.
SmartRider™ enables kneeling to variable heights and minimizes the slope difference between a low-floor ramp and the bus floor. **SmartRider™** ramp achieves a 1:6 slope ratio with a self-leveling feature.



Passenger Capacity

Industry-leading passenger carrying capacity.

35' Xcelsior®	
Seated	32 people
Standees	33 people

40' Xcelsior®	
Seated	40 people
Standees	43 people

60' Xcelsior®	
Seated	61 people
Standees	62 people



Performance

Weighs 8% less than previous models achieved through structure optimization and lightweight supplier components, leading to improved efficiency and lower operating costs.

Delivers up to 8% fuel savings, reducing overall cost of ownership.

Lowest noise levels in the industry for Xcelsior CHARGE™ battery-electric propulsion.



Low and Zero-Emission Options



Battery-electric buses can save you up to **\$400,000** in fuel costs over its 12-year life.



Hydrogen fuel cell provides **long-range** operations with a fully zero-emission solution.



CNG buses emit **virtually no visible particulate matter** or black soot.



Clean diesel technology reduces particulate emissions by **90%** and NOx emissions by **95%**.



BRT Options

Customize to suit your BRT needs:

- Street-side exit doors
- Wider doors
- Bridge plates or ramps
- Interior & exterior bike racks
- Preferred seating layouts
- Integrated roof line for hybrid and CNG without added weight & cost
- No visible fasteners
- Flush windows

Visit newflyer.com/xcelsior to learn more.

Measurements		35'	40'	60'
Length		36' 3" (11.05m) Over bumpers; 35' 5" (10.80m) Over body	41' 0" (12.50m) Over bumpers; 40' 2" (12.24m) Over body	60' 10" (18.54m) Over bumpers; 60' 0" (18.29m) Over body
Width		102" (2.6m)	102" (2.6m)	102" (2.6m)
Roof Height	Diesel Hybrid CNG Electric	10' 6" (3.2m) over A/C 10' 10" (3.3m) over cooling fans 11' 1" (3.38m) over roof enclosures 11' 1" (3.38m) over charging rails	10' 6" (3.2m) over A/C 10' 10" (3.3m) over cooling fans 11' 1" (3.38m) over roof enclosures 11' 1" (3.38m) over charging rails	10' 6" (3.2m) over A/C 10' 10" (3.3m) over cooling fans 11' 1" (3.38m) over roof enclosures 11' 1" (3.38m) over charging rails
Step Height		14" (356mm)	14" (356mm)	14" (356mm)
Front Step Height (Kneeled)		10" (254mm)	10" (254mm)	10" (254mm)
Interior Height – Floor to Ceiling		79" (2m) Over front and rear axle; 95" (2.4m) Mid-coach	79" (2m) Over front and rear axle; 95" (2.4m) Mid-coach	79" (2m) Over front and rear axle; 95" (2.4m) Mid-coach
Tire Size		305/70R22.5	305/70R22.5	305/70R22.5
Aisle Width		21" to 24" (559mm to 610mm) (varies with seat model)	21" to 24" (559mm to 610mm) (varies with seat model)	22" to 24" (559mm to 610mm) (varies with seat model)
Wheelbase		226.75" (5.8m)	283.75" (7.2m)	229" (5.8m) Front / 293" (7.4m) rear
Propulsion				
Transmission		Allison; Voith and ZF options available Allison hybrid drive; BAE HybriDrive®	Allison; Voith and ZF options available Allison hybrid drive; BAE HybriDrive®	Allison; Voith and ZF options available Allison hybrid drive; BAE HybriDrive®
Engine Options	Diesel Hybrid CNG Electric	Cummins L9 Cummins B6.7 Cummins L9 CNG Siemens 1DB2016 or 1DB2020 Electric Drive System	Cummins L9 Cummins B6.7 Cummins L9 CNG Siemens 1DB2016 or 1DB2020 Electric Drive System	Cummins L9 Cummins L9 Cummins L9 CNG Siemens 1DB2016 or 1DB2020 Electric Drive System ZF AVE130 In-Wheel Motor Center Drive Axle
Passenger Capacity (With wheelchair barrier protection)				
Seats		Up to 32	Up to 40	Up to 61 (with one exit door)
Standees		Up to 33	Up to 43	Up to 62 (with one exit door)
Accessibility				
Doors		2	2	2 or 3 (option for up to 5 doors)
Wheelchair Accessibility		32" (813mm) wide, 1:6 slope NFIL or SmartRider™ ramp, front door	32" (813mm) wide, 1:6 slope NFIL or SmartRider™ ramp, front door	32" (813mm) wide, 1:6 slope NFIL or SmartRider™ ramp, front door
Wheelchair Locations		2 - Front location, rear location also available (other options available)	2 - Front location, rear location also available (other options available)	2 - Front location, rear location also available (other options available such as bridge plates)
Weight (Approximate weights; *Varies with ESS configuration)				
Curb Weight	Diesel Hybrid CNG Electric	24,500 lb (11,113 kg) 27,000 lb (12,247 kg) 27,000 lb (12,247 kg) 29,300 lb (13,290 kg)*	27,750 lb (12,587 kg) 29,100 lb (13,200 kg) 29,600 lb (13,426 kg) 30,500 lb (13,835 kg)*	40,765 lb (18,490 kg) 42,100 lb (19,096 kg) 43,300 lb (19,640 kg) 45,500 lb (20,638 kg)*
Approach Angle				
Approach/Departure/Breakover Angles		9°/9°/12°	9°/9°/9°	9°/9°/12° (front) 9° (back)
Turning Radius				
(Body, with aluminum wheels; *Varies with wheel type)				
Turning Radius		39' (11.9m)*	44' (13.4m)*	44' (13.4m)*
Main Components				
Floor		Composite at rear interior step, ACQ Plywood remainder (dB Ply used on upper deck). Tarabus, Altro, RCA	Composite at rear interior step, ACQ Plywood remainder (dB Ply used on upper deck). Tarabus, Altro, RCA	Composite at rear interior step, ACQ Plywood remainder (dB Ply used on upper deck). Tarabus, Altro, RCA
Electrical System		Parker Vansco	Parker Vansco	Parker Vansco
Cooling System		Electric cooling fans (EMP, Modine)	Electric cooling fans (EMP, Modine)	Electric cooling fans (EMP, Modine)
Fuel Tank		Polyethylene fuel tanks: 100 gallon (379 L); 125 gallon (473 L); Stainless steel tanks: 100 gallon (379 L) 125 gallon (473 L)	Polyethylene fuel tanks: 100 gallon (379 L); 125 gallon (473 L); Stainless steel tanks: 100 gallon (379 L) 125 gallon (473 L)	Polyethylene fuel tanks: 100 gallon (379 L); 125 gallon (473 L); Stainless steel tanks: 100 gallon (379 L) 125 gallon (473 L)
HVAC	Diesel Hybrid CNG Electric	Thermo King RLF or RLFEA Series System Thermo King RLF Series System Thermo King TE15 or TEA15 Thermo King TE15	Thermo King RLF or RLFEA Series System Thermo King RLF Series System Thermo King TE15 or TEA15 Thermo King TE15	Thermo King RLF or RLFEA Series System (front & rear) Thermo King RLF or RLFEA Series System (front & rear) Thermo King RLF (front) TE15 (rear) Thermo King RLFE (front) TE15 (rear)
Axles		MAN VOK 07 Front disc brakes; MAN HY-1350 Rear disc brakes; Single reduction axle	MAN VOK 07 Front disc brakes; MAN HY-1350 Rear disc brakes; Single reduction axle	MAN VOK 07 Front disc brakes; ZF AVN 132 Center disc brake; MAN HY-1350 Rear disc brakes; ZF AVN132 center-drive axle (electric)

xcelstor[®]

newflyer.com/xcelstor



VIC | VEHICLE INNOVATION CENTER

Learn more about this technology at the Vehicle Innovation Center
newflyer.com/vic











