

COUNTY COMMISSION

BALDWIN COUNTY
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MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

September 20, 2022

Via Mobility LLC
ATTN: Mr. Zachary Wasserman
10 Crosby Street, Floor 2
New York, New York 10013

RE: Extension and Amendment of Contract for Professional Services with Via Mobility, LLC for Provision of Innovative Software Services

Dear Mr. Wasserman:

The Baldwin County Commission, during its regularly scheduled meeting held on September 20, 2022, took the following actions:

- 1) Approve an *Extension and Amendment of the Contract for Professional Services* between the Baldwin County Commission and Via Mobility, LLC for the provision of innovative micro-transit on-demand software services at a monthly fee of \$14,500.00; and
- 2) Authorize me, as Chairman, to execute the *Contract* and any other related documents.

The term of said *Contract* shall commence October 1, 2022, and shall terminate upon the expiration of twelve (12) months. This extension represents the second of three (3) one-year renewal options of the *Contract for Professional Services* between the Baldwin County Commission and Via Mobility, LLC.

Enclosed is a **fully executed copy** of the *Contract* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me or Ann Simpson, Director of Transportation, at (251) 937-0264.

Sincerely,

JAMES E. BALL, Chairman
Baldwin County Commission

JB/jb Item CD1

cc: Asa King - asa.king@ridewithvia.com
Ann Simpson

ENCLOSURE(S)

EXTENSION AND AMENDMENT OF THE CONTRACT FOR PROFESSIONAL SERVICES

1. Purpose; Scope

Each of Via Mobility LLC, a Delaware company with its principal office located at 10 Crosby Street, Floor 2, New York, New York 10013 (“**Via**”), and Baldwin County Commission (“**Customer**”), hereinafter the “**Parties**,” entered into an agreement titled Contract for Professional Services (the “**Agreement**”) and a service order titled Baldwin County Deployment Service Order (the “**Original Order**”), dated June 18, 2020. By this Extension and Amendment Agreement (“**Extension**”) the parties agree towards continued collaboration of operation of the services provided under the Original Order. The Parties further agree to amend the fees paid by Customer to Via for the use of Via’s software, and that Via shall develop and deploy specific capabilities within its software for Customer’s benefit.

Amendment

2. Duration

This Extension shall extend the period of performance of the Agreement by a period of twelve months, from October 1, 2022 until September 30, 2023 (inclusive). The Effective Date of this Extension shall be October 1, 2022.

3. Fees

Starting on October 1, 2022, and continuing through September 30, 2023, Customer shall pay to Via the following Monthly Fees, reflecting a minimum of 25 vehicles at the rates detailed below:

Fee Category	Fee Per Vehicle Per Month	Charges Per Month	Invoicing Terms
Monthly Fees (Per Vehicle) for vehicles 1-20, inclusive (Guaranteed)	\$590	\$11,800	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for vehicles 21-25, inclusive (Guaranteed)	\$540	\$2,700	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for any additional vehicles above 25 (As used)	\$485	as used	Invoiced monthly by Via
Total for 12 months	\$174,000 (minimum, excluding additional vehicles above the 25-vehicle monthly minimum, and any additional services)		

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input to service in the Deployment by Customer that use the Via solution on any given day over the course of the applicable calendar month; and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated for the first and/or last calendar months of the Deployment, as applicable, so

that Customer will only be charged for the portion of such months during which the Via solution was available to be used for the Deployment.

The above fees do not include any fees owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

4. Product Enhancements


Via commits to make all commercially reasonable efforts to deliver the following capabilities within its software platform within the contract year. Via agrees to communicate with Customer on an ongoing basis regarding the timeline for these capabilities, and to collaborate with Customer regarding the prioritization of these capabilities as relevant.

- **Trip Editing:** Edit the total number of passengers on a trip booking after the booking has been made, without canceling the original booking;
- **Fixed Routes:** Provide recurring trips at fixed times, from predetermined locations, along a fixed route, for students at designated private schools in Baldwin County; and along the “Bayline” route from eastern Baldwin County to a predetermined point in downtown Mobile, Alabama;
- **Fixed/Flexible Driver Breaks:** Designate driver breaks in the “Via Operations Center (VOC)” as either “fixed” (system cannot change or edit break automatically) or “flexible” (the system may change or edit the time of the break within established parameters so as to make the Deployment function more efficiently).

5. Conflict of Terms.

Unless otherwise stated, all terms and conditions contained in the Original Order are also applicable to this Extension. If a term contained in this Extension is in conflict with the terms of the Original Order, the specific term in this Extension shall take precedence. Any term or condition in the Original Order, including all Appendices not affected by this Extension, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Extension and its accompanying Exhibits to be executed in duplicate as of the Effective Date.

<p>VIA: <u>VIA MOBILITY, LLC</u></p> <p><small>DocuSigned by:</small> <i>Dillon Twombly</i> <small>399717A739E245B</small></p> <hr/> <p>AUTHORIZED SIGNATURE</p> <hr/> <p>Dillon Twombly</p> <hr/> <p>PRINTED NAME</p> <hr/> <p>Manager</p> <hr/> <p>TITLE</p> <hr/> <p>9/19/2022</p> <hr/> <p>DATE SIGNED</p>	<p>CUSTOMER: <u>Baldwin County Commission</u></p> <p><i>[Signature]</i></p> <hr/> <p>AUTHORIZED SIGNATURE</p> <hr/> <p><i>James E. Ball</i></p> <hr/> <p>PRINTED NAME</p> <hr/> <p><i>9/20/2022</i></p> <hr/> <p>DATE SIGNED</p> <hr/> <p><i>Chairman</i></p> <hr/> <p>TITLE</p> 
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