

River North will ensure that all subcontractors responsible for the delivery of the service shall comply with all applicable FTA and GDOT requirements outlined in the Terms.

Prior to launching the Program, River North shall submit to Customer and the Georgia Department of Transportation (GDOT) for their review and approval documentation that details the operational plans for complying with all applicable FTA requirements detailed in the Terms. Customer shall take reasonable efforts to obtain written approval of River North's processes for compliance with the requirements outlined in the Terms from GDOT within 21 days of Customer receiving River North's documentation. It is hereby agreed that if the required GDOT approval for River North's documentation is not obtained within the said period the Launch Date (as defined below) may be postponed.

Disadvantaged Business Enterprise (DBE) Participation – River North shall strive to attain a goal of 10.55% of DBE participation in the performance of this Agreement.

### **3. Duration & Launch Date**

The Initial Term of the Program shall last from the Launch Date through June 30, 2022, subject to the City of Valdosta's receipt of approval from City Council on or before June 30, 2021 to continue the Program (the "**Initial Term**"). The Customer shall use its best efforts to secure approval of the Program or secure the necessary funding to continue the Program through June 30, 2022.

The City shall have the option to renew this Order at the end of the Initial Term. The option to renew for the annual period beginning July 1, 2022 shall be exercised by June 1, 2022. For the avoidance of doubt, Customer has the right to terminate the contract for cause under Section III of the Terms and Conditions, and on or around June 30, 2022, if Customer, after exerting its best efforts, fails to secure the necessary funding for the program. Customer shall have the option to renew the Agreement for four additional one-year terms, pending mutual written agreement by both parties and approval by the City Council.

The Customer will provide written notice to proceed to River North. For the avoidance of doubt, notice to proceed can only be written by Customer once the contract and appendices (including the Order) are final and signed, and any necessary Federal, State, 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, unless River North and the Customer define an alternative mutually agreeable date in writing ("**Launch Date**").

This Order may be cancelled by the Customer with 120 days written notice for any reason deemed appropriate by the Customer. In addition, the parties acknowledge that this Agreement is funded by a Section 5307 grant from the FTA through the GDOT. The Customer may terminate this Order upon written notice, if funds for the discharge of Fees under this Order are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn.

### **4. 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 price per driver hour and a price per service hour. The Program shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed \$1,226,612 for the Initial Term.