



City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRST-MILE, LAST-MILE PROGRAM
CITY OF CHANDLER AGREEMENT NO. CM8-962-3970**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Lyft, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for a first-mile, last-mile program (Agreement); and

WHEREAS, the term of the Agreement was July 21, 2020 through July 20, 2021, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to include the following at the end of the Section: The City will pay the Contractor pursuant to the terms set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$49,000.
3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period, July 21, 2021 through July 20, 2022.

4. Exhibit A of the Agreement is amended to include the following new Section D

D. Lyft Pass Terms

- a. Definitions:
 - i. **"Lyft Pass"** means a self-service product within the Lyft Business Portal that allows an Administrator to issue Ride benefits made available for use on the Lyft Platform. Lyft Pass can be issued as a one-time or monthly recurring benefit in the form of Ride credits.
 - ii. **"Administrator"** means the individual authorized by the City to use the Lyft Pass product
- b. Method of Administration. Administrators have the ability to (i) set a Lyft Pass as a one-time or recurring benefit; (ii) set an expiration date and value for each Lyft Pass benefit; and (iii) include time, geofencing, and ride type restrictions.
- c. Inviting City Riders to Lyft Pass. To invite an individual to join a Lyft Pass Program, City must provide at least one of the following:
 - i. Rider's email address
 - ii. Rider's personal phone number
 - iii. Lyft generated code or link
- d. Deposit and Use of Lyft Pass Benefits. Upon adding City Rider to a Lyft Pass Program, a text message, email, and/or in-app communication informing the Rider that the Rider has been added to the specified Lyft Pass Program and the corresponding set of Lyft Pass has been deposited into the Rider's Lyft account. Riders must (i) download and install the Lyft App on a compatible mobile device; (ii) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (iii) successfully receive Lyft Pass in the Rider's Lyft App; and (iv) take a Ride via the Lyft App which qualifies for Lyft Pass redemption under this Agreement. For Rides taken by Riders that exceed the amount of Lyft Pass benefit available, Lyft will charge Rider's personal payment method on file. City acknowledges and agrees that (i) City is responsible for policing, managing, regulating, overseeing, and supervising the use of City's issued Lyft Pass benefits by Riders, prospective Riders, attendees, or any other individuals, and (ii) City shall be solely liable for all use (including unauthorized use) of Lyft Pass program benefits.
- e. Payment. Lyft will invoice or charge City as described in the Agreement.

5. Exhibit F of the Agreement is deleted and replaced with the following:

EXHIBIT F**LYFT, INC.****DATA REPORTING - GENERAL TRANSIT PROGRAM**

Contractor will provide the City with reports containing the data fields set forth below. The reports will be marked and must be treated by the City as Confidential Information pursuant to the Agreement. In the list below, all personally identifiable information and information that could be readily used to re-identify a passenger are denoted by an asterisk (*). Pursuant to the Agreement, if the City receives a request for Contractor's reports under the public records law or other applicable law the City will not release the asterisked fields in response to such request and will notify the Contractor in accordance with Section 5.5 of the original Agreement.

1. Data Fields

- (a) Anonymized ID of City Rider*
- (b) Trip Transaction ID
- (c) Trip Month/Year*
- (d) Trip Day of Travel (Monday-Sunday)
- (e) Ride Type*
- (f) Dispatch Method (Concierge, App)
- (g) Ride Status (Completed, Cancelled)
- (h) Trip Pick up location (Latitude-Longitude to two-decimal places)*
- (i) Trip drop off location (Latitude-Longitude to two-decimal places)*
- (k) Trip Pick up location (Zip Code)
- (l) Trip Drop off location (Zip Code)
- (m) Trip pick up time (See Definition of Trip Time Periods below)
- (n) Trip Length (X.XX mile)
- (o) Trip Duration (X.X min)
- (p) Total Trip Cost (\$ X.XX)
- (q) Trip Subsidy (\$ X.XX)
- (r) Ride Match (Yes or No) for shared rides and match rates within the program only

* These data fields may not be disclosed in response to a public records request. Contractor asserts that these data fields when taken together with the other data fields can potentially identify a Rider.

Trip Time Periods. Below is the definition of time periods included in the monthly data reports.

Trip Time Periods	
EARLY AM	12 AM - 3 AM
MID AM	3 AM - 6 AM
PEAK AM	6 AM - 9 AM

LATE AM	9 AM - 12 PM
EARLY PM	12 PM - 3 PM
MID PM	3 PM - 6 PM
PEAK PM	6 PM - 9 PM
LATE PM	9 PM - 12 AM

6. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Mark Roberts

Its: Head of Business Strategy

APPROVED AS TO FORM:

By: _____

City Attorney *DM*

ATTEST:

By: _____

City Clerk