



City Clerk Document No. _____

City Council Meeting Date: _____

**CITY OF CHANDLER SERVICES AGREEMENT
FIRST MILE LAST MILE PROGRAM
CITY OF CHANDLER AGREEMENT NO. CM5-962-4932**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Lyft, Inc., a Delaware Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2026 (Effective Date).

RECITALS

A. City proposes to contract for ride sharing services to public transit customers located in the Chandler area as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES AND CITY'S OBLIGATIONS

A. Contractor's Services. Contractor will make available the services described in Exhibit A according to the terms and conditions of this Agreement and the attached exhibits. Subject to the terms of this Agreement, Contractor grants City a non-exclusive, non-transferrable, revocable, limited license to use the Lyft platform and/or service, as applicable, during the Term and in strict compliance with this Agreement and applicable law. Riders may use the Lyft Platform to request and take Rides as set forth in the Lyft Terms of Service (<https://lyft.com/terms>) and Privacy Policy (<https://www.lyft.com/privacy>). In the event of any conflict between this Agreement and the Lyft Terms of Service and Privacy Policy as it relates to the City, this Agreement controls.

B. City's Obligations. City will provide the following but not exclusive services and consideration for this Agreement as set forth in Exhibits B and E. In addition, the City will not: (i) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft platform and services; (ii) intentionally use the Lyft platform, services, and any data received from the services in violation of applicable law, third party rights, and this Agreement; (iii) sublicense, repackage, lease, rent, sell, give or otherwise transfer or provide the Lyft platform and services to any unaffiliated third party except as may be provided in this Agreement; (iv) substantially replicate or modify the Lyft platform, services or their elements, except as expressly permitted hereunder; (v) interfere with, modify or disable any features or functionality of the Lyft platform and services; (vi) intentionally transmit files, documents, or any other material that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs; and/or (vii) intentionally use the services or Lyft Platform in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS messages, chat, voice mail, or video.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is ONE year, and begins on February 8, 2026, and ends on February 7, 2027 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to Six additional terms, each consisting of ONE year, or portions thereof, as mutually agreed to by the Parties. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$195,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the

City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor may invoice the City for payment of any applicable direct or indirect sales or use taxes or any value added or similar taxes payable, arising out of or in connection with this Agreement (collectively, "Taxes"), other than taxes based on Contractor's income. If the Contractor pays any such Taxes on behalf of the City, Contractor shall invoice City for such Taxes, and City agrees to pay such Taxes in accordance with this Agreement. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

SECTION V: GENERAL CONDITIONS

5.1 Contractor's Proprietary Rights. The Contractor hereby grants to the City a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks, and logos associated with Contractor (collectively, "Contractor Marks") during the Term of this Agreement, solely in furtherance of the services in this Agreement. The City's use of any of the Contractor Marks is subject to Contractor's prior written approval in each instance. The Contractor warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. The City hereby covenants and agrees that the Contractor Marks remain the sole and exclusive property of the Contractor and that City will not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Contractor Marks inures directly to the benefit of the Contractor. The City's use of the Contractor's Marks must conform to the Contractor's usage guidelines and instructions as the Contractor may provide or update from time to time (and in no event may the color, style, appearance, or relative dimensions of the Contractor Marks be altered or changed in any way).

5.2 City's Proprietary Rights. The City hereby grants to the Contractor a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks, and logos associated with the City (collectively, "City Marks") during the Term of the Agreement, solely in furtherance of the services in this Agreement. The Contractor's use of any of the City Marks shall be subject to prior written approval in each instance by the City's Communications and Public Affairs Department. The City warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. The Contractor hereby covenants and agrees that the City Marks remain the sole and exclusive property of the City and that the Contractor will not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the City Marks inures directly to the benefit of the City. The Contractor's use of City Marks must conform to the City's usage guidelines and instructions as the City may provide or update from time to time (and in no event may the color, style, appearance, or relative dimensions of the City Marks be altered

or changed in any way).

5.3 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors, upon request, for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data.

5.4 Confidential Information. Either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement (collectively, the "Confidential Information"). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party; (d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party's Confidential Information.

5.5 Disclosure of Confidential Information. Except as otherwise required by applicable law or court order, including any public disclosure laws, each Receiving Party agrees that: (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees, consultants, agents, or affiliates ("Representatives") on a need to know basis who are bound by confidentiality obligations no less restrictive as those contained herein. The Receiving Party will maintain Confidential Information of the Disclosing Party in the same manner that it maintains its own Confidential Information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its Representatives. In the event the Receiving Party receives a request or other validly issued administrative or judicial process that requests the disclosure of Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will, to the extent allowed by law or court order, give the Disclosing Party written notice of such request 10 business days prior to disclosure to permit the Disclosing Party to obtain a court order or undertake other lawful measures to prevent the disclosure. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use reasonably available authorities to redact personal or business confidential information from such records to the extent required with applicable law and the final judgment. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if returning such copies is commercially infeasible for Receiving Party, destroy such Confidential Information. Confidential Information disclosed by the

Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

5.6 Alteration in Character of Services. Whenever an alteration in services results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the modified services will be performed as directed by the City. However, before any modified services are started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services rendered or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor perform any services or furnish any materials not covered by this Agreement unless such services are first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such services or materials furnished.

5.7 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Services. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.8 Termination for Cause. Either Party may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the breaching Party fails to materially perform pursuant to the terms of this Agreement, (b) the breaching Party is adjudged a bankrupt or insolvent, (c) the breaching Party makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for the breaching Party or for any of such breach Party's property (e) the breaching Party files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the breaching Party violates applicable laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the breaching Party fails to cure default within thirty (30) days of notice by the non-breaching Party. Where Agreement has been so terminated by the non-breaching Party, the termination will not affect any rights of the non-breaching Party against the breaching Party then existing or which may thereafter accrue.

5.9 Acknowledgments. For clarity, Lyft is not performing transportation services for the general public under this Agreement as outlined under 49 C.F.R. §37.23 and drivers are individuals using the

Lyft platform and are not considered agents, subcontractors, contractors, representatives, or employees of Contractor. Additionally, City shall (1) not use the Lyft platform or service in any manner that violates industry standards, and applicable regulations, policies or guidance, published by the FTA (Federal Transit Administration) at <https://www.transit.dot.gov/shared-mobility> or <https://www.transit.dot.gov/> and (2) as applicable, notify its riders that rider's personal information may be subject to public disclosure laws and subsequently be made public following requests for such information.

Additionally, the Parties acknowledge and agree that it is the intention of the Parties that Contractor's insurance policies as outlined in Exhibit C may be implicated by drivers and/or riders in case of an incident during a ride. For clarity, these insurance limits are in effect from the time a rider is in a driver's vehicle and the driver is completing a ride request until the time the rider exits the vehicle.

5.10 Representations and Warranties. Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term of the Agreement will not enter into, any agreement that would prevent it from materially complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of this Agreement shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPECIFICALLY, CONTRACTOR MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, LYFT CREDITS, CODES, OR OTHERWISE ("LYFT MATERIALS"). CONTRACTOR PROVIDES THE LYFT MATERIALS "AS IS" AND WITHOUT WARRANTY. CONTRACTOR DOES NOT WARRANT THAT THE LYFT MATERIALS WILL MEET THE CITY'S REQUIREMENTS OR THAT THE OPERATION OF THE LYFT MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT TO THE LYFT MATERIALS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5.11 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) infringes or misappropriates a third party copyright, trade secret, trademark or patent, caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee

from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies.

5.12 Limits of Liability. To the fullest extent permitted by law, in no event shall either Party be liable for any claim for any indirect, willful, punitive, incidental, exemplary, special or consequential damages, for loss of goodwill, for loss of business profits, or damages for loss of business, or loss or inaccuracy of data of any kind, or other indirect economic damages, whether based on contract, negligence, tort (including strict liability) or any other legal theory, even if such Party has been advised or had reason to know of the possibility of such damages in advance. The aggregate amount of any and all liability of one Party to the other for any claim(s) arising from or relating to the agreement, including any indemnification obligations, shall be limited to direct provable damages and shall not exceed, in any event, the amount of insurance listed for each policy and coverage in Exhibit C. This limitation of liability shall not apply to outstanding amounts owed by agency for fees incurred by riders, nor shall it limit the scope of Contractor's commercial automobile liability policy.

5.13 Data. All information related to City, riders, and their use of the Lyft platform or services as received, collected, compiled, aggregated or produced by Contractor in connection with this Agreement, including but not limited to, the information contained within the Lyft platform and services shall be governed by the terms of Contractor's Privacy Policy (<https://www.lyft.com/privacy>), and Contractor shall have the right to use such data as set forth in Contractor' Privacy Policy. For the avoidance of doubt, Contractor may disclose such information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, without notice to City or Riders. Contractor determines the extent to which such data will be provided to City through the Lyft platform and services. Contractor reserves the right to add, remove, and update features and functionality related to such data at any time and lyft will not be responsible for any loss of data or any other damages associated with such changes.

5.14 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.15 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement, provided such documents are required by applicable law and/or not protected by obligations of confidentiality.

5.16 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or

(c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: <u>Raquel McMahon</u>	<u>Lyft, Inc.</u>
Title: <u>Procurement Officer</u>	<u>Attn: Legal</u>
Address: <u>175 S. Arizona Ave.</u>	Address: <u>185 Berry Street, Suite 400</u>
<u>Chandler, AZ 85225</u>	<u>San Francisco, CA 94107</u>
Phone: <u>480-782-2400</u>	Phone:
Email: <u>raquel.mcmahon@chandleraz.gov</u>	Email: <u>Notices sent by mail to Lyft shall also be copied to legalnotices@lyft.com</u>

5.17 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party; provided, however, Contractor may assign this Agreement to (a) an affiliate; or (b) in connection with the sale of all or substantially all of Contractor's equity, business or assets. In no event may any contractual relation be created between any third party and the City.

5.18 Disputes. Intentionally Omitted

5.19 Completeness and Accuracy of Contractor's Work. Intentionally Omitted

5.20 Withholding Payment. Intentionally Omitted

5.21 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.22 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.23 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor may do so provided it presents the qualifications of the new personnel to the City within a reasonable timeframe for the City's prior review and approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the

City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.24 Subcontractors. Intentionally Omitted

5.25 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.26 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.27 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.28 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor warrants their compliance with all federal immigration laws and regulations that relate to their direct employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's employee who provides services under this Agreement to ensure that the Contractor complies with the warranty under this provision. For the avoidance of any doubt, as discussed further under Section 5.9 above, drivers are not considered employees of Contractor.

5.29 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.30 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.31 Covenant Against Contingent Fees. To the extent required by applicable law, Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon

an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.32 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.33 Disclosure of Information Adverse to the City's Interests. Intentionally Omitted

5.34 Data Confidentiality and Data Security. Intentionally Omitted

5.35 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor must notify the City contact as soon as practical.

5.36 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.37 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.38 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.39 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.40 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.41 Time is of the Essence. Intentionally Omitted.

5.42 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday.

5.43 Delivery. Intentionally Omitted

5.44 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.45 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.46 Document/Information Release. Intentionally Omitted

5.47 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Scope of Services
- Exhibit B - Fare Pricing
- Exhibit C - Insurance
- Exhibit D - Special Conditions
- Exhibit E - Maps

5.48 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.49 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

5.50 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.51 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.52 Warranties. Intentionally Omitted

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Buck Poropatich

Its: Mayor

Its: VP, Lyft Business

APPROVED AS TO FORM:

By: _____

City Attorney *JMB*

ATTEST:

By: _____

City Clerk

EXHIBIT A SCOPE OF WORK

CONTRACTOR REQUIREMENTS

The Contractor will:

1. Provide on-demand transportation services, including service for ambulatory passengers as well as passengers in fixed-frame wheelchairs or other mobility devices.
2. Apply City-funded subsidies to trips that meet defined eligibility criteria that are requested by passengers within the service area for general services provided. The discounted fare must be a reduction of the market rate fare and cannot be artificially increased because of the presence of this fare discount. Discounts may be a percentage reduction from the market rate or may allow passenger to pay a fixed fare (i.e. \$2 or \$3 per trip), with the City paying the difference between passenger fare and market rate. Contractor must set discount rates as defined by City and must be able to adjust discount rates at the request of the city.
3. General FMLM Program: To qualify for the general discounted fare, passenger must have an origin and destination in the service area (see attached map under Exhibit E), with one end of the trip being within ¼-mile of an eligible City of Chandler bus stop, transit center or park and ride and the other. Contractor must set up geofencing to ensure that only geographically-eligible trips are offered the percentage discount established by the city. Contractor must be able to adjust service area and add, modify, or remove eligible bus stops if directed by the City.
4. ADA Certified FMLM Program: To qualify for the ADA Certified discounted fare, the passenger must be determined by the city to be eligible. The trip must have an origin and destination in Chandler, with one or more end of the trip being located at least ¾-mile from a bus stop (see attached map). Contractor must provide a mechanism that will allow select ADA Certified individuals (as determined by the city) to access discounted fare (\$2 per trip) and ensure that no other Lyft users can access this discounted fare. Contractor must add and/ or remove individuals from the program as directed by City. Contractor must set up geofencing to ensure all trips meet geographic requirements established by City and must be able to modify geofenced area if directed by City.
5. 65+ Program: To qualify for this program, passengers must be 65 years of age or older and reside in the City of Chandler (City to maintain list of eligible passengers). Passengers will pay a fixed \$3 fare. The city will pay up to \$10. The passenger will be responsible for all additional charges over \$13. Passengers in the 65+ program may travel anywhere within the City of Chandler, but both the origin and destination must be within the City of Chandler. Contractor must set up geofencing and restrict access to those determined eligible by the City. Contractor must add and/ or remove individuals from the program as directed by City.
6. Collect fares owed directly from customers and invoice the City for the portion of the market rate trip that exceeds the fare paid by the passenger.
7. At the election of Contractor, work with the city on the design of program promotional posters, signage and any other promotional materials. Work with city staff to develop program branding.
8. Provide monthly reports to the city. Reports are due within 30 days of the end of the corresponding month. Reports shall at a minimum include the following information:
 - a. Number of rides provided under the program
 - b. Average ride distance
 - c. Average fare savings from the Contractor's typical fare structure
 - d. Detailed information for each trip provided, including:
 - Approximate GPS coordinates of origin and destination

- Trip date
- Trip duration
- Trip length
- Total fare
- Discounted fare paid by passenger
- City charge
- Pick up and drop off time
- Rider ID

The city will:

1. Define the service areas.
2. Establish program rules, such as eligibility, discount amount, number of rides permitted for each passenger, days of week/ hours of day that the discount is available, maximum trip length, etc.
3. Maintain a list of passengers that are eligible for the ADA Certified and 65+ programs. Individuals on this list
4. Promote the program through other means including but not limited to:
 - a. City Channel 11
 - b. City website
 - c. City social media
 - d. Utility bill mailings
 - e. Conduct outreach to paratransit eligible passengers residing $\frac{3}{4}$ mile or more from a bus stop.
5. Work with the Contractor to develop program name and branding
6. Coordinate bus stop poster design with the Contractor. The city will review and approve design before posters are printed.
7. Ensure promotional posters are printed, placed and displayed at no cost to the Contractor.
8. Pay the fare discount on behalf of passengers using the program.

**CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL CM5-962-4932**

**EXHIBIT B
FARE PRICING**

There will be no up-front software implementation cost, nor any ongoing fees for technology and operations support. Pricing will be a pay-as-you-go structure tied to trips booked and delivered through the platform. City of Chandler will only pay for rides taken under the FMLM, ADA Certified, or 65+ programs. Each ride will be priced according to Lyft's prevailing prices for the region. The City will pay the market rate fare, minus the percentage or flat rate fare paid by the passenger

Lyft's Dynamic Pricing Algorithm automatically adjusts fares on a ride-by-ride basis in response to changing costs (e.g. insurance). As such, historic pricing will not be predictive of future costs. Furthermore, Lyft also dynamically calculates prices based on real-time movements in supply and demand. This can result in higher or lower prices for trips of equal distance/time. This dynamic pricing model helps us redirect drivers from areas of low demand to areas of high demand in real-time, and deliver competitive, market-rate pricing to riders and the City of Chandler.

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$6,000,000 for each occurrence, \$7,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$6,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement.

- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

- D. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

		Minimum Limits:
Per Loss	\$	5,000,000
Aggregate	\$	5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.

If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

- a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

The policy shall provide a waiver of subrogation.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared.
1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must 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.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured via blanket endorsement as required.
 7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- B. *Insurance Cancellation During Term of Contract/Agreement.*
1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
 2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension,

non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

C. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed via blanket endorsement to include the City, its officers, officials, agents, and employees as additional insureds via blanket endorsement with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

BACKGROUND CHECK REQUIREMENTS

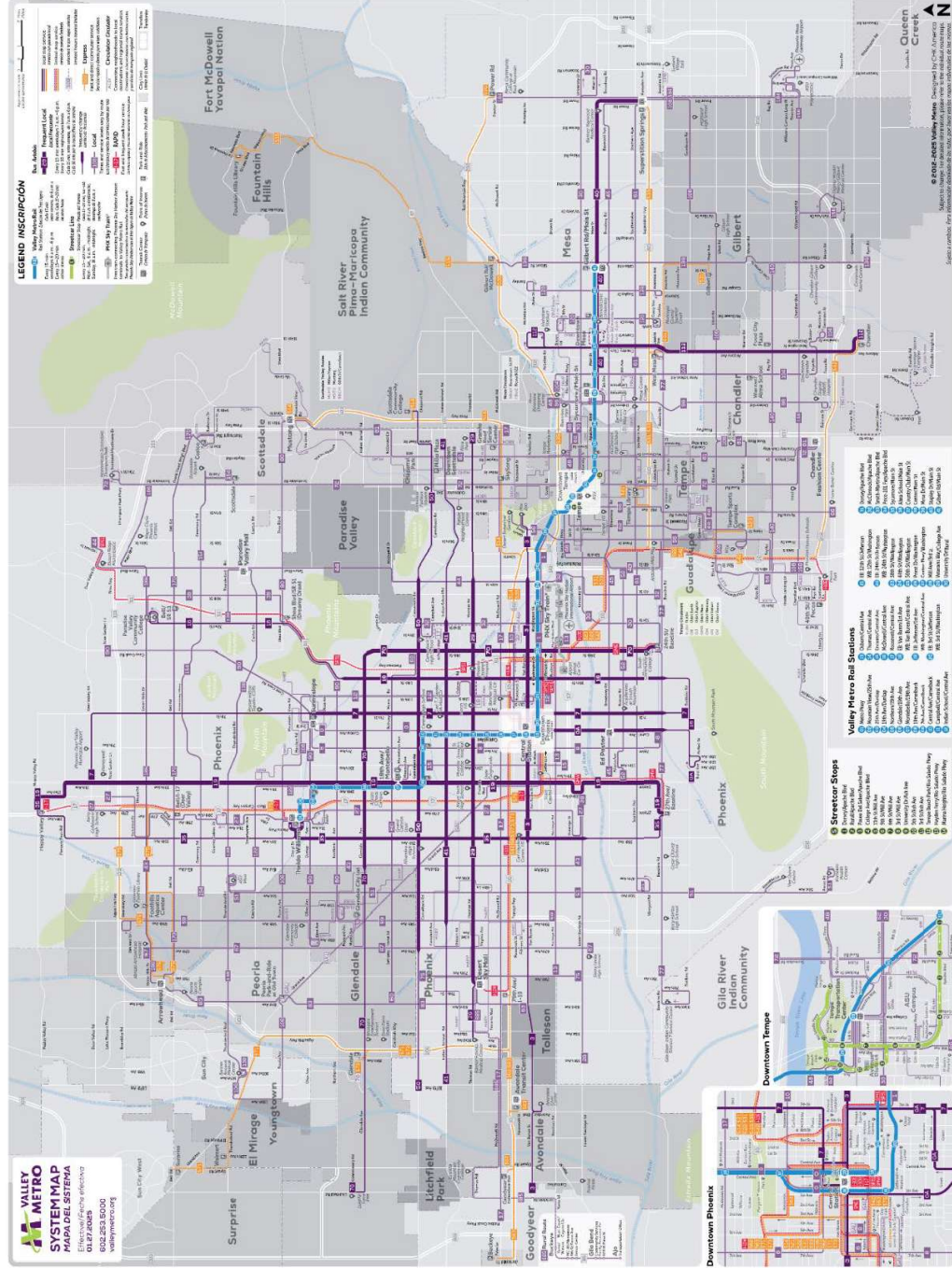
1. **Contractor Worker Background Screening.** Contractor agrees that all personnel that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contractor's personnel who will provide any services under this Agreement. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its personnel must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.
2. **Background Screening Requirements and Criteria.** Before offering or scheduling any services under this Agreement, Contractor agrees that all personnel, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for personnel who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. Contractor shall conduct industry-standard screenings and background checks on its drivers to the extent allowable by law. Such requirements are outlined at <https://www.lyft.com/driver-application-requirements>, as may be amended from time to time. Contractor agrees that its background check requirements shall, at a minimum, include the following: (1) a state and federal criminal history check; (2) a National Sex Offender Registry database search; and (3) for U.S. drivers, a social security number trace.
3. **Additional City Rights Regarding Security Inquiries.** In addition to the foregoing, City reserves the rights but not the obligations to object, at any time and for any reason, to Contractor's personnel performing services (including supervision and oversight) under this Agreement.
4. **Contractor Certification.** By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor personnel rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.
5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts.** Contractor must include the material terms of this Section for Contractor personnel Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.
6. **Materiality of Background Screening Requirements: Indemnity.** The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this

Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of Contractor's personnel by Contractor or City for failure to satisfy this Section.

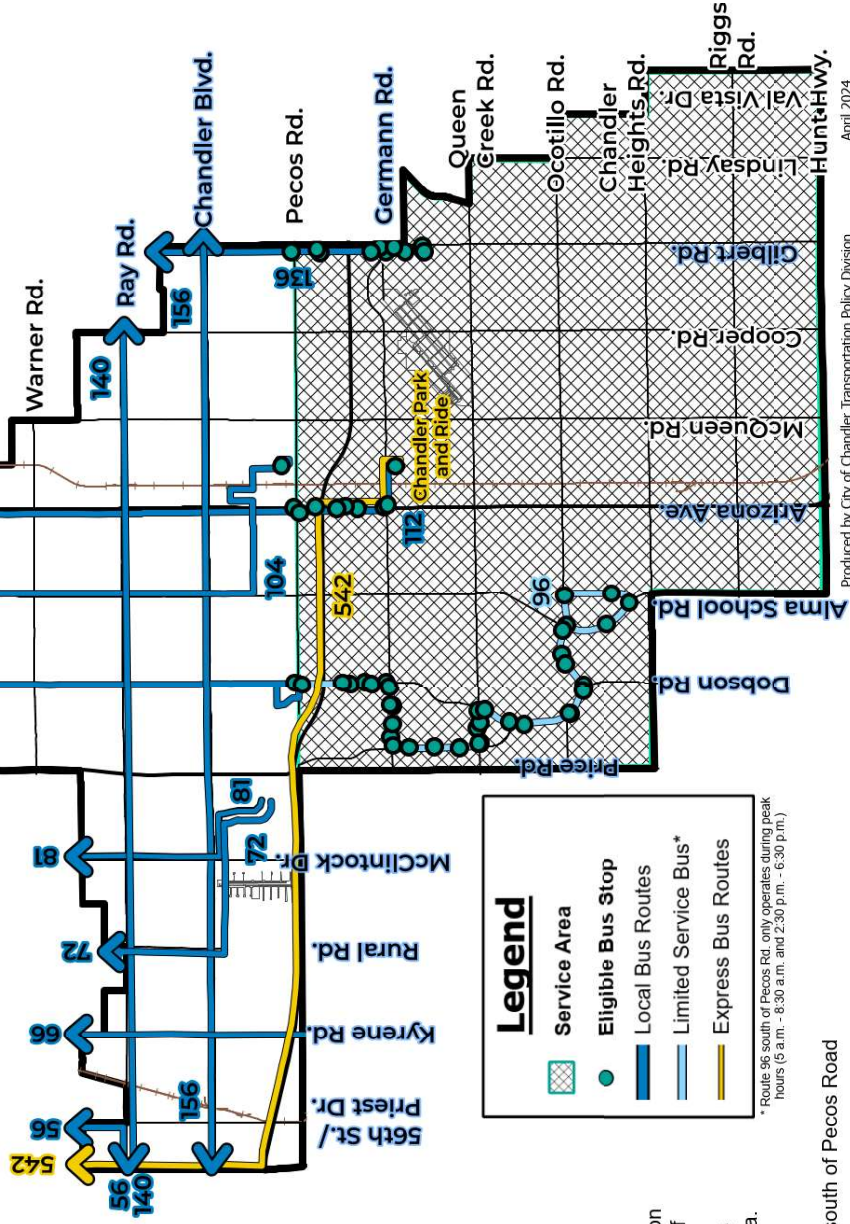
7. **Continuing Duty, Audit.** Contractor's obligations and requirements that Contractor's personnel satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

CITY OF CHANDLER NOTICE OF REQUEST FOR PROPOSAL CM5-962-4932

EXHIBIT E TO AGREEMENT MAPS



First-Mile, Last-Mile Program



Produced by City of Chandler Transportation Policy Division
April 2024

Program Rules

Either the trip origin or destination must be within 1/4 mile of one of the eligible bus stops. The other end of the trip may be anywhere within the service area.

Eligible Bus Stops:

- All City of Chandler bus stops south of Pecos Road
- Bus stops on the northeast corners of Pecos and Dobson, Pecos and Arizona, and Pecos and Gilbert
- Bus stop on Morelos Street at Hamilton (southernmost stop on Route 104)

