

## **AMENDMENT NO. 1**

### **TO GENERAL SERVICES AGREEMENT**

**THIS AMENDMENT TO THE GENERAL SERVICES AGREEMENT** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and LYFT, INC., a Delaware corporation (“Consultant”), is effective as of the 30th day of June, 2024.

### **RECITALS**

A. City and Consultant entered into that certain General Services Agreement dated January 5, 2021 (“Agreement”), consisting of the Term and Conditions set forth in the body of the Agreement and the “Partnership Program Form” attached as Exhibit “A” to the Agreement (inclusive of the Program Product Feature Addendum and the Data Reporting Addendum to the Partnership Program Form), whereby Consultant agreed to provide certain services to City relating to making subsidized Lyft rides available to Eligible Participants in the City. The services are as specified in the approved/signed Partnership Program Form that is attached as Exhibit “A” to the Agreement, which is the only Partnership Program Form entered into between City and Consultant under or in connection with the Agreement, although the Terms and Conditions contemplate the possibility of other/multiple Partnership Program Forms being entered into concurrently under the Agreement.

B. Section 2 of the Terms and Conditions of the Agreement provides as follows: “This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth herein (the “Term”). Notwithstanding the foregoing, if there are any Partnership Program Forms in effect, then this Agreement will not terminate until all such Partnership Program Forms have expired or been terminated in accordance with the term therein. Upon the expiration or termination of all Partnership Program Forms, this Agreement shall terminate.” Section B of the signed “Partnership Program Form” that is attached as Exhibit “A” to the Agreement provides, “This Partnership Program shall be valid until June 30, 2024 . . . and may be renewed by the Agency, in its sole and absolute discretion, for two (2) additional one (1) year terms . . . .”

C. Accordingly, provided City and Consultant do not enter into another Partnership Program Form under the Agreement, the term of the Agreement is scheduled to expire on June 30, 2024, but the City has the option to extend said term by extending the term of the signed Partnership Program Form by up to two one-year extension periods. The Contract Sum for the initial 3.5-year term through June 30, 2024, as set forth in Section C of the Partnership Program Form, is a not-to-exceed amount of \$210,000, or \$60,000 per year.

D. The City now desires to exercise the City’s first of two options pursuant to Section B of the “Partnership Program Form” attached as Exhibit “A” to the Agreement, making its new expiration date June 30, 2025, and the City and Consultant see fit to amend said Partnership Program Form accordingly. To fund the services for the one-year extension period, due to increased demand for the services, the Parties desire to increase the Contract Sum set forth in

Section C of the signed Partnership Program Form by \$120,000, from \$210,000 to \$330,000, while maintaining the existing rates of compensation set forth in the Agreement.

## TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section B, “Term,” of Exhibit “A” (“Partnership Program Form”) of the Agreement is hereby amended as follows:

“This Partnership Program shall be valid until June 30, ~~2024~~ ***2025*** from the Partnership Program Form Effective Date (as defined below) (the “Initial Term”) and may be renewed by the Agency, in its sole and absolute discretion, for ~~one (1) two (2)~~ ***one (1)*** additional one (1) year terms (~~each, a~~ “Renewal Term”). The Initial Term and ~~all~~ ***Renewal*** Terms collectively shall be referred to herein as the “Term.”

B. Section C, “Fees and Payment,” of Exhibit “A” (“Partnership Program Form”) of the Agreement is hereby amended as follows:

“The total compensation for the Initial Term shall not exceed ~~Two~~ ***Three*** Hundred ~~Thirty~~ ***Forty*** ~~Ten~~ Thousand Dollars (~~\$210,000~~ ***\$330,000***) (the “Contract Sum”), and the annual compensation shall not exceed Sixty Thousand Dollars (\$60,000) per year ***for the first three years and One Hundred Twenty Thousand Dollars (\$120,000) for the fourth year.***”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj]

**CONSULTANT:**

LYFT, Inc., a Delaware corporation

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title:

Address: 185 Berry St., Suite 5000  
San Francisco, CA 94107

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**