

AMENDMENT NO. 1

TO SHORT-TERM CODES AGREEMENT

THIS AMENDMENT TO THE SHORT-TERM CODES 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 12th day of August, 2020.

RECITALS

A. City and Consultant entered into that certain Short-Term Codes Agreement effective April 10, 2020 (“Agreement”), whereby Consultant agreed to provide City with codes to facilitate the provision of City-subsidized Lyft rides to eligible participants in response to the emergency needs created by the COVID-19 pandemic and the declared local emergency in the City related thereto.

B. The Agreement was fully executed on April 10, 2020, and was effective for three months from the date of full execution thereof (the “Term”).

C. Due to the unexpectedly prolonged existence of the COVID-19 pandemic, the declared local emergency in the City, and the needs created thereby, City and Consultant now desire to amend the Agreement to extend the Term until January 1, 2021, and to ratify and affirm the continuous and uninterrupted Term of the Agreement from April 10, 2020 through the effective date of this Amendment.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Section 5, “Term,” of the Agreement is hereby amended to read in its entirety as follows (additions shown in ***bold italics***, deletions in ~~strikethrough~~):

“This Order Form shall be valid ~~for three months~~ from the Order Form Effective Date (as defined above) ***until January 1, 2021*** (the “***Term***”). Notwithstanding the foregoing, Lyft understands and acknowledges that Agency execution of the Order Form is made pursuant to an emergency Agency Disaster Council approval action that is subject to ratification by Agency’s City Council, which is anticipated to be considered on April 7, 2020. Accordingly, Lyft and Agency understand and agree that if such ratification is disapproved by Agency’s City Council, the Agreement will be deemed null and void. The parties may, in good faith, negotiate a longer-term General Services Agreement for continued and additional Lyft products and services.”

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 dates set forth below, with express intent that this Amendment shall be effective as of August 12, 2020.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, 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: _____

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.