

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.66
(ID # 26183)

MEETING DATE:
Tuesday, December 03, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Lyft Business Enterprise Order Form with Lyft, Inc. for Inmate Transportation Services to Support the Riverside Inmate Destination Endeavor (RIDE) Program for Five (5) Separate Adult Correctional Facilities Without Seeking Competitive Bids for An Aggregate Amount of \$2,375,000 for Five (5) Years Through October 21, 2029; All Districts; [Five Year Contract Aggregate Total: \$2,375,000; and up to \$500,000 in additional compensation – 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Enterprise Order Form with Lyft, Inc. for inmate transportation services to support the Riverside Inmate Destination Endeavor (RIDE) program for five (5) separate adult correctional facilities without seeking competitive bids for an aggregate amount of \$2,375,000 for five (5) years through October 21, 2029, and authorize the Chair of the Board to sign the Enterprise Order Form on behalf of the County; and

Continued on page 2


ACTION:Policy


Herman Lopez, CHF DEP SHERIFF B. 10/22/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments to the Enterprise Order Form, including modifications of the statement of work, that stay within the intent of the Enterprise Order Form; (b) sign amendments to the Enterprise Order Form that fall within the Lyft Business Terms of Service that do not exceed the sum aggregate total of \$500,000 in additional compensation; (c) issue Purchase Orders for payment of services performed within the approved aggregate amount of \$2,375,000 plus up to \$500,000 in additional contingency.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 375,000	\$ 500,000	\$ 2,375,000	\$ 0
NET COUNTY COST	\$ 375,000	\$ 500,000	\$ 2,375,000	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment:	No
			For Fiscal Year: 24/25 – 28/29	

C.E.O. RECOMMENDATION: Approve

BR: 25-029

Prev. Agn. Ref.: 05/17/2022; #3.28

BACKGROUND:

Summary

The Riverside County Sheriff's Office (RSO) has operated the Riverside Inmate Destination Endeavor (RIDE) Program since 2015 to provide inmate transportation to released inmates needing transportation to their residences after local public transportation hours. The RIDE Program was first implemented at Cois M. Byrd Detention Center (CBDC) and since inception, has been successful in keeping released incarcerated persons out of local communities surrounding CBDC. This success has significantly contributed to preventing loitering and criminal activity, making the community a safer place.

On May 17, 2022, Minute Order 3.28, the Board of Supervisors (Board) voted to expand the RIDE Program services to include the Robert Presley Detention Center (RPDC), Larry D. Smith Correctional Facility (SCF), John J. Benoit Detention Center (JBDC), and Blythe Jail. On May 2, 2023, Minute Order 3.25, the Board approved the Professional Service Agreement (PSA) for Inmate Transportation Services with Finish Line Taxi LLC dba Finish Line Transport, and the RIDE Program's expansion commenced on May 03, 2023. Since the Program's expansion, in fiscal year 23/24, RSO has released 15,691 inmates outside of local public transportation hours. Of these releases, 4,486 could not arrange personal transportation during the hours of the RIDE Program transportation operation and utilized the service.

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The RIDE Program operates as follows: incarcerated persons scheduled for release have the freedom to access free local calls from the phone in the release cell and lobby to make their own transportation arrangements. Released subjects with pre-arranged transportation are free to wait in the jail lobby for their ride. Depending on the time of day, incarcerated persons without transportation will receive either a bus ticket to their destination or a transportation voucher for travel outside the local transportation hours. The RIDE Program supplements the bus-voucher program and is used for those who cannot arrange their own ride during non-local bus line hours. The use of the transportation voucher is entirely voluntary for individuals released from custody. Once a subject processes for release, RSO has no legal authority to dictate their mode of egress. Furthermore, RSO cannot detain a subject based on their transportation arrangements. This means that released individuals have the power to decline the transportation voucher and leave the facility on their own terms.

RSO is requesting the approval of a Lyft Business Enterprise Order Form (Agreement) with Lyft, Inc. (Lyft) which allows customers to request on-demand or scheduled rides up to 30 days in advance within a user-friendly website. Correctional facilities hold inmates from across Riverside County and by utilizing Lyft's services, RSO can efficiently request reliable, on-demand, or scheduled rides outside local bus schedules and holidays for indigent inmates returning home. In addition, Lyft offers month-to-date reports that will allow RSO to monitor the usage and effectively report back to the Board on the success of the RIDE Program.

Impact on Residents and Businesses

The County jail facilities are all within walking distance to several housing communities and business centers. Residents living near these areas will benefit from the transportation effort, which is part of the County's ongoing commitment to provide released inmates with a safe ride home. The RIDE program, funded by RSO, ensures that released inmates are transported out of the local community to their residence, thereby reducing the risk of loitering and criminal activity in the area.

Contract History and Price Reasonableness

Due to an urgent RSO service need, and the transportation services industry's lack of competition to provide afterhours transportation services to correctional facilities which are exacerbated by the County's large geographical service area—RSO is seeking to establish the Agreement with Lyft who can provide the County with the necessary services to ensure that the inmate release process is streamlined for efficiency.

RSO is seeking the approval of a five-year Agreement with Lyft without seeking competitive bids, with a maximum annual aggregate compensation amount of \$375,000 for the current fiscal year, and a maximum annual aggregate compensation amount of \$500,000 for each subsequent fiscal year of the agreement.

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Furthermore, on October 2, 2024, the County of Riverside Purchasing and Fleet Services Department completed its review of Single Source Justification No. 25-062 for the requested transportation services Agreement with Lyft.

Attachments

- Lyft, Inc. Enterprise Order Form– 3 copies
- Lyft, Inc. Business Terms of Service
- Lyft, Inc. Business Product Descriptions
- Single Source Justification No. 25-062

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 10/17/2024

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 10/23/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 10/11/2024

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ENTERPRISE ORDER FORM

<p>1. "Customer"</p>	<p>Full Legal Name: Postal Address for Legal Notices: Email Address for Legal Notices: Postal Address for Billing: Contact Name for Billing: Email Address for Billing:</p>	<p>County of Riverside, a political subdivision of the State of California 4095 Lemon Street 3rd floor, Riverside, California 92501, United States scancell1@riversidesheriff.org 4095 Lemon Street 4th floor, Riverside, California 92501, United States Erik Tsou etsou@riversidesheriff.org</p>	
<p>2. "Lyft"</p>	<p>Full Legal Name: Postal Address for Legal Notices: Email Address for Legal Notices:</p>	<p>Lyft, Inc. 185 Berry Street, Suite 400 San Francisco, CA 94107 legalnotices@lyft.com</p>	
<p>3. Agreement</p>	<p>Lyft grants Customer access to the LB Services selected below in accordance with the terms of the Agreement. The "Agreement" is comprised of this Enterprise Order Form ("Order Form"), any attachments and exhibits attached hereto, the Lyft Business Terms of Service, which are incorporated herein and set forth at https://go.lyftbusiness.com/terms-of-service as may be updated from time to time ("LB Terms of Service"), and the Lyft Business Product Descriptions, which are incorporated herein, available at https://go.lyftbusiness.com/product-descriptions and may be updated from time to time ("LB Product Descriptions"). Capitalized terms used but not defined in this Order Form have the meanings provided to them in the LB Product Descriptions or the applicable terms of service (as each are set forth above). In the event of any direct conflict between the terms of this Order Form and either terms of service, then the terms of this Order Form will control. In the event of any direct conflict between the terms of this Order Form or either terms of service, and the LB Product Descriptions, the LB Product Descriptions will control. The person signing on behalf of each party represents that they are fully authorized to execute and bind such party to the Agreement.</p>		
<p>4. "Effective Date"</p>	<p>The date this Order Form is signed by both parties.</p>		
<p>5. Term</p>	<p>This Order Form will be valid for 12 Months from the Effective Date (as defined above) (the "Initial Term") and will automatically renew for successive twelve (12) month terms (each a "Renewal Term") for up to four (4) Renewal Terms, unless either party provides a written notice of non-renewal no less than thirty (30) days prior to the end of the Initial Term or a Renewal Term. The Initial Term and all Renewal Terms will be collectively referred to herein as the "Term."</p>		
<p>6. LB Services</p>	<p>US Products</p> <p>Business Profiles (directly billed to Customer)</p>	<p>Business Services Fee</p> <p>0</p>	<p>Business Services Fee Type</p> <p>N/A</p>

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	Concierge Web	0	Waived
	Lyft Pass	0	Waived
7. Entire Agreement	This Agreement represents the sole agreement between Lyft and Customer with respect to the LB Services and voids, supersedes, and replaces all prior order forms, work orders, SOWs, pricing agreements or other similar agreements previously entered into between the parties for the LB Services.		
8. Payment Terms	Charges	As applicable to the LB Services selected, Lyft will charge Customer or Rider, and Customer or Rider shall pay, for all Charges applicable to the LB Services.	
	Billing	As applicable to the LB Services and the payment method(s) selected, Lyft will invoice Customer on a monthly basis. All invoices shall be paid, without offset or deductions, within Net 30 of the date of invoice. All late payments shall bear interest at the lesser of 1.5% per month or the maximum allowed by applicable law.	
9. Additional Terms	This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.		

[Signatures of Following Page]

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IN WITNESS WHEREOF, the parties have executed this Agreement through their respective duly authorized representatives as of the Effective Date:

LYFT, INC.

By:

DocuSigned by:
Buck Poropatich
OC228AC054BC4C6...

Printed Name:

Buck Poropatich

Title:

VP, Healthcare & Business

Date:

October 2, 2024

County of Riverside, a political subdivision of the State of California

By:

Chuck Washington

Printed Name:

Chuck Washington

Chair, Board of Supervisors

Title:

Date:

12/03/2024

ATTEST:
Kimberly Rector
Clerk of the Board:

By: Mary L.
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Amrit P. Dhillon
Deputy County Counsel



Lyft Business Terms of Service

Last Updated: September 22, 2023

These Lyft Business Terms of Service ("**LB Terms**") constitute a legally binding agreement by and between the company identified within this sign-up page or the contract into which these LB Terms are incorporated ("**Customer**", "**You**") and Lyft, Inc. ("**Lyft**") (each, a "**party**" and together, the "**parties**"). If you are registering for a Customer Account or using the LB Services (each as defined below) on behalf of an organization, you are agreeing to this Agreement for that organization and representing and warranting to Lyft that you have the authority to bind that organization to this Agreement. These LB Terms set forth the terms under which Customer may access and use the Lyft Platform (as defined below) and the LB Services to request Rides and to administer, manage, and view Ride activity.

Customer's access to and use of the LB Services is subject to these LB Terms, as may be modified or updated by Lyft from time to time (effective upon the Last Updated date at the top of the LB Terms), the LB Product Descriptions (as defined below), which are expressly incorporated herein, and the Lyft Privacy Policy (as defined below), which is expressly incorporated herein, (collectively, the "**Agreement**"). Lyft will provide Customer with notice of any material modifications or updates to the LB Terms through the email Lyft has on file, or through the Customer Account, and by updating the date at the top of these LB Terms. Customer is responsible for updating contact information through the Customer Account and regularly reviewing these LB Terms and the LB Product Descriptions for updates from Lyft. Continued use of the LB Services from and after the Last Updated date at the top of these LB Terms shall constitute Customer's consent to such changes. Capitalized terms used but not otherwise defined in these LB Terms have the respective meanings ascribed to them in the LB Product Descriptions.

By entering into this Agreement, registering for a Customer Account, and/or by using or accessing the LB Services, You expressly acknowledge and agree that You understand this Agreement and accept all of its terms. You further acknowledge and agree that if You or the entity accessing the LB Services is a Covered Entity or a Business Associate of a Covered Entity, as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, as amended, ("**HIPAA**") and You or such entity uses the LB Services to enable Riders to receive access to Rides to and/or from healthcare services, and discloses Protected Health Information (as defined by HIPAA) to Lyft, then Lyft's [Business Associate Agreement](#) shall apply and is incorporated herein and shall form part of this Agreement between You and Lyft.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT PLATFORM AND LB SERVICES.

If You use the Lyft Platform or the LB Services in a country other than the United States of America, You agree that Your use of the Lyft Platform and the LB Services in that

country will be subject to this Agreement and the applicable country-specific terms, if any.

1. Definitions

- a. **“Administrator(s)”** means any agent authorized by Customer to serve as a Customer Account administrator.
- b. **“Affiliate”** is any entity or person that controls, is controlled by or is under common control with a party, such as a subsidiary or parent company.
- c. **“Charges”** means all Ride-related Fares and Rideshare Service Fees and Other Charges (as all are described in Section 4 of the Lyft Terms of Service), and any Business Services Fee (as may be set forth in an Order Form).
- d. **“Customer Account”** means a central Lyft account and its related sub-accounts established for Customer in connection with its use of one or more LB Services.
- e. **“Driver(s)”** means independent third-party person(s) authorized to provide driving services on the Lyft Platform. Drivers are users of the Lyft Platform and not employees, subcontractors, representatives, or agents of Lyft; rather, Drivers provide driving services at their own direction and control.
- f. **“Law”** means any statute, law, ordinance, regulation, rule, judgment or order of a government, court, or tribunal of competent jurisdiction, including, without limitation, any data protection laws, privacy laws, any laws that require Customer to obtain consent from a Rider or provide notice to a Rider in connection with the LB Services, the U.S. Foreign Corrupt Practices Act, rules established by the Federal Communications Commission, any federal, state or local anti-spam statute or regulation, including the CAN SPAM Act of 2003 (**“CAN-SPAM Act”**), or any federal, state, or local statute or regulation prohibiting the dissemination of unsolicited communications, including the Telephone Consumer Protection Act of 1991 (**“TCPA”**).
- g. **“LB Product Descriptions”** means descriptions of the LB Services and terms with respect to use of the LB Services, which can be found at <https://go.lyftbusiness.com/product-descriptions>, as may be updated by Lyft from time to time and are hereby incorporated into this Agreement by reference.
- h. **“LB Services”** includes, without limitation, Business Profiles, Concierge, Lyft Pass, the LB Portal, and any future products and/or services offered by Lyft.
- i. **“Lyft App”** means the Lyft mobile application.
- j. **“Lyft Platform”** means Lyft’s multi-modal transportation-as-a-service platform which allows Riders and Administrators the opportunity to submit a Ride request.
- k. **“Lyft Privacy Policy”** means Lyft’s policy, which can be found at <https://www.lyft.com/privacy> (as may be updated from time to time by Lyft and is hereby incorporated into this Agreement by reference), with respect to how Lyft collects, uses, and shares personal information and how users of the Lyft Platform, including Riders and Drivers, may exercise choices and rights in their information.
- l. **“Lyft Terms of Service”** means Lyft’s terms of service governing a Rider’s and Driver’s use of the Lyft Platform, which can be found at <https://www.lyft.com/terms>, as may be updated from time to time by Lyft.
- m. **“Ride(s)”** means driving services that are provided by Drivers. Each Ride begins when the Rider enters a Driver’s vehicle, and the Ride ends when the Rider exits

the vehicle. Lyft does not provide Rides; rather, Lyft enables the matching of Drivers and Riders through the Lyft Platform.

- n. **“Rider(s)”** means person(s) who submits a Ride request, or for whom a Ride request is submitted, through the Lyft App or using the Lyft Platform.

2. **LB Services and Applicable Terms**

- a. **General.** Lyft hereby grants Customer a non-exclusive, non-transferrable, revocable, limited license to use the Lyft Platform and the LB Services for the Term and in strict compliance with this Agreement and applicable Law. Lyft reserves all rights not expressly granted to Customer under this Agreement. Lyft may, in its sole discretion and at any time, cancel, modify, or add new products and services to the LB Services by updating the LB Product Descriptions. Lyft will not be responsible for any loss of data or any other damages associated with such changes.
- b. **Discounts.** If Lyft chooses to provide Customer with any discounts, Lyft does so at its own discretion and may terminate such discounts at any time without notice to Customer, unless agreed otherwise by the parties in a signed agreement.
- c. **Customer Account.** To access the LB Services, Customer must create a Customer Account and provide true, accurate, current, and complete information as requested during the account creation process and throughout the Term. Customer is solely responsible for all use (whether or not authorized) of the LB Services under the Customer Account, and for all acts and omissions of anyone who accesses such Customer Account, as well as all Charges generated under such Customer Account. Customer agrees to take all necessary precautions to prevent unauthorized access to or use of the LB Services or the Customer Account and will promptly notify Lyft upon the discovery of any known or suspected unauthorized or fraudulent activity occurring within the Customer Account. Lyft will not be liable for any loss or damage arising from unauthorized or fraudulent use of the Customer Account.
- d. **Affiliates.** If applicable to Customer, Affiliates may utilize the LB Services pursuant to the terms of this Agreement, provided that the terms of this Agreement apply to such Affiliates. Customer and Customer’s Affiliates shall be jointly and severally responsible for the acts and omissions of Customer’s Affiliates in connection with their use of the LB Services, including, but not limited to, breach of this Agreement. Any claim from Customer’s Affiliates’ use of the LB Services pursuant to this Agreement may be brought against Lyft only by Customer on Customer’s Affiliates’ behalf. Additionally, Lyft may bring claims for violation of this Agreement by Customer’s Affiliates against such Affiliate, Customer, or both, at Lyft’s sole discretion.

3. **Restrictions**

Customer shall not, and shall not authorize others to, (i) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Platform and/or the LB Services; (ii) use the Lyft Platform, the LB Services, and/or the data received from the LB Services in violation of applicable Law, third party rights, and/or this Agreement; (iii)

sublicense, repackage, lease, rent, sell, give or otherwise transfer or provide the Lyft Platform and/or the LB Services to any unaffiliated third party except as may be provided in this Agreement; (iv) replicate or modify the Lyft Platform, the LB Services and/or their elements; (v) use incorrect or outdated Rider information in connection with this Agreement; (vi) interfere with, modify or disable any features or functionality of the Lyft Platform and/or the LB Services; (vii) transmit files, documents, or any other material that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs; (viii) use the LB Services and/or Lyft Platform in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS messages, chat, voicemail, or video; and/or (ix) use the LB Services to submit requests for Riders who are less than the age of majority in their jurisdiction of residence, unless such Rider is accompanied by a person who is at least the age of majority in their jurisdiction of residence.

4. Charges and Payment

- a. Payment Obligations. As applicable to the specific LB Services and as generally described in the LB Product Descriptions, Customer and/or Rider will be liable for all Charges incurred through use of the LB Services. Lyft offers billing and payment options for each LB Service, as such options generally are described in the LB Product Descriptions.
- b. Payment Card. For Charges that are paid via payment card, Customer is responsible for either (i) enabling auto-recharge on the payment card or (ii) ensuring that the payment card has a sufficient positive balance to cover the Charges due. Customer expressly acknowledges and agrees that Lyft may use a third-party intermediary to process credit and debit card payments, in which case such third-party intermediary will have access to, store, and use Customer's billing data as necessary to process its payment.
- c. Invoicing. For payments via invoicing, Lyft will invoice Customer for all applicable Charges on a monthly basis. All invoices shall be paid, without offset or deductions, within thirty (30) days of the date of invoice. If Customer is overdue on any payment, Lyft may (i) assess, and Customer will pay, a late fee of the lesser of 1.5% per month of the overdue amounts or the maximum amount allowable by law, and/or (ii) suspend the LB Services associated with Customer's account until such non-payment is corrected. Any Customer purchase order document or other similar document shall be void and of no effect with regard to this Agreement.
- d. Taxes. Customer shall be responsible for the 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 upon Lyft's income. If Lyft pays any such Taxes on behalf of Customer, Lyft shall invoice Customer for such Taxes, and Customer agrees to pay such Taxes in accordance with this Agreement.
- e. Suspension. If the Charges generated by Customer's use of the Lyft Platform or the LB Services exceed any payment card limit, or if Customer otherwise fails to pay any amounts due under this Section 4, without prior notice to Customer, Lyft may suspend Customer's access to the Lyft Platform for such Customer Account until

such non-payment is corrected. Lyft will have no liability for any damage, losses (including any loss of data or profits) or any other consequences that Customer may incur in connection with any suspension of the Lyft Platform and/or the LB Services pursuant to this Section 4.

5. Proprietary Rights

- a. Ownership. Lyft and its Affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Platform and the LB Services, including updates, enhancements, and new versions thereof, all data related to the use of the Lyft Platform and the LB Services, all related documentation and materials provided or available to Customer or any Rider in connection with this Agreement, and all intellectual property related to the foregoing.
- b. Feedback. Customer acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information about Lyft, the Lyft Platform, and/or the LB Services ("**Feedback**") provided by Customer or any Rider to Lyft are optional, anonymized, non-confidential and shall become the sole property of Lyft. Lyft shall have exclusive rights to Feedback, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without notice, acknowledgment or compensation to Customer or any Rider.
- c. Use of Marks. During the Term and subject to the terms of this Agreement, Customer grants to Lyft a non-exclusive, limited, revocable right to use and display Customer's name and logo (the "**Customer Marks**") and Customer's Use Case(s) (as defined below) on its website, in its earnings calls, in press releases, and in other promotional materials solely in connection with its activities under this Agreement. A "**Use Case**" means a general description of how Customer uses the Lyft Platform and the LB Services (e.g., corporate travel). All such use of the Customer Marks must be in accordance with Customer's usage guidelines as provided by Customer, if any, and all goodwill associated with the Customer Marks will inure to the benefit of Customer. Customer may not use Lyft's name, logo, and other Lyft trademarks (the "**Lyft Marks**") or anything confusingly similar therewith, whether registered or not, without Lyft's prior written consent. Customer will not, at any time, misrepresent its relationship with Lyft. Customer will not make any statements pertaining to Lyft, its Affiliates, the Lyft Marks, Lyft's products or services or any other event or occurrence involving Lyft, if such statements may negatively affect Lyft's reputation, present Lyft in the negative light, claim any rights in the Lyft Marks, degrade the distinctiveness of the Lyft Marks, or disparage or misrepresent Lyft, its products or services. Customer will not directly or indirectly challenge the validity or enforceability of any Lyft Marks, or otherwise do anything to diminish the value of the Lyft Marks or the goodwill associated therewith.
- d. Data. All information provided by Customer through its use of the Lyft Platform or the LB Services as received, collected, compiled, aggregated or produced by Lyft in connection with this Agreement, including but not limited to, the information contained within the LB Portal and the Customer Account, shall be governed by the terms of the Lyft Privacy Policy, and Lyft shall have the right to use such data as

set forth in the Lyft Privacy Policy. All information provided by a Rider through its use of the Lyft App shall be governed by the Lyft Terms of Service, including the Lyft Privacy Policy, and Lyft shall have the right to use such data as set forth in the Lyft Privacy Policy. For avoidance of doubt, Lyft 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 Customer or Riders. Lyft determines the extent to which such data will be made available to Customers. Additionally, Lyft reserves the right to add, remove, and update features and functionality related to such data at any time and will not be responsible for any loss of data or any other damages. Customer agrees to use the data contained within Customer Account, the LB Portal, or any reports solely for legitimate business purposes related to managing and administering the LB Services including, but not limited to, business expense processing, accounting, program management, and budgeting purposes.

6. Notice and Consents

- a. Notices. Customer acknowledges that certain LB Services require or allow Customer to provide name, phone number, and/or email address of Riders or other individuals to Lyft. As applicable to the LB Services, Customer is obligated to notify, and shall notify, Riders that Customer will receive information related to certain Rides, including but not limited to, for example, name of Rider, time of Ride, and Ride cost. For Rides requested via Concierge, Customer will ensure that those Riders consent to the following terms: "By accepting Lyft Concierge Ride services, you consent to Lyft's Terms of Service, which are available at <https://www.lyft.com/terms>."
- b. Data Usage. Customer consents, and represents and warrants that it has obtained consent on behalf of each Rider to allow Lyft to use any information provided by Customer to (i) provide the LB Services; (ii) transmit a Ride request via the Lyft Platform to available Drivers; (iii) send automated transactional communications, including but not limited to SMS texts or phone calls, relating to a Ride or the provision of the LB Services; (iv) share the information with the Driver who accepted the Ride request, provided that the Driver will only receive the first name of the Rider and pick up and drop off location; and (v) collect, use, and share the information, subject to the Lyft Privacy Policy. At Customer's direction, Lyft may share Customer or Rider information with (x) Customer's authorized vendors, service providers, and subcontractors for purposes of performing its obligations hereunder and (y) TM Vendors in accordance with the privacy policies of such TM Vendors as set forth in Section 6(c) below.
- c. Travel Management Vendors. If Customer contracts with a third-party expense or travel management vendor (a "**TM Vendor**") with respect to LB Services selected on an Order Form, then Customer may request, in writing to Lyft, that Lyft disclose certain Customer and Rider data to such TM Vendor. Upon receipt and acceptance of such a request, Lyft will release data to TM Vendor in accordance with the terms of this Section and on a frequency and method to be agreed between Lyft and Customer and/or TM Vendor. Customer acknowledges and agrees that such data

may contain information specific to its Riders, and Customer represents and warrants that it has obtained all necessary consents from Riders for Lyft to share such Customer data with TM Vendor according to the privacy policies of the TM Vendor.

- d. Record Maintenance. Customer agrees that it shall maintain records sufficient to demonstrate all applicable and necessary consents under this Section 6, and Customer agrees to make such records available to Lyft promptly, and no later than ten (10) days after receiving a request from Lyft for such records. Customer shall maintain such records for a period of not less than six (6) years from the last Ride request submitted for a Rider.

7. Representations and Warranties

- a. Mutual Representations and Warranties. Each party represents and warrants to the other party that (i) it has sufficient rights and authority to enter into this Agreement; (ii) it grants the rights and assumes all of its respective rights and obligations set forth herein; and (iii) the person signing on the respective party's behalf has the authority to execute and bind the respective party to this Agreement.
- b. Customer Representations and Warranties. Customer represents and warrants that (i) it has obtained or will obtain, and it will maintain, all rights, permissions, and consents necessary under the TCPA and any other applicable Laws for Customer and/or Lyft to use an automatic telephone dialing system to call, text or otherwise contact the Rider or other individual associated with the phone number provided by Customer (whether a Rider or otherwise), including via SMS message or voice call, in relation to a Ride requested for or taken by a Rider, and/or Customer's use of the LB Services; and (ii) it has obtained or will obtain, and it will maintain, all rights and permissions necessary under the CAN-SPAM Act and any other applicable Laws to enable Lyft to email Riders and other individual associated with the email address provided by Customer (whether a Rider or otherwise) solely in conjunction with providing the LB Services.
- c. Rider Eligibility Representations and Warranties. Customer further represents and warrants that Customer is solely responsible and liable for (i) determining and monitoring a Rider's eligibility for the LB Services, (ii) determining whether to bill and/or file claims for reimbursement from any federal, state, and/or commercial health benefit plan and/or program, including but not limited to Medicare, Medicaid, and any applicable government funded programs (collectively, "**Payors**"), for Rides completed via the LB Services, (iii) complying with all applicable federal, state, regional, and local Laws and regulations related to the billing and filing of claims, and (iv) billing and/or filing claims for reimbursement from Payors. Customer shall indemnify, defend, and hold harmless the Lyft Indemnified Parties (as defined in Section 10 below) from and against any and all claims, losses, damages, fines, penalties, and/or interest based upon and/or related to Rider eligibility, and the billing and/or submission of claims to any Payor. ANY LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL NOT APPLY TO ANY CLAIMS OR INCIDENTS RELATED TO CUSTOMER'S INDEMNIFICATION AND DEFENSE OBLIGATIONS

UNDER THIS PARAGRAPH. This paragraph shall survive any termination or expiration of this Agreement.

8. **DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH ABOVE AND TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE LYFT PLATFORM AND/OR THE LB SERVICES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ALL WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIALS, SERVICES OR SOFTWARE. LYFT PROVIDES THE LYFT PLATFORM AND THE LB SERVICES "AS IS." LYFT DOES NOT WARRANT THAT THE LYFT PLATFORM AND/OR THE LB SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF THE LYFT PLATFORM AND/OR THE LB SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. LYFT DOES NOT GUARANTEE THE AVAILABILITY OF DRIVERS OR WARRANT THAT ANY PARTICULAR RIDE REQUEST WILL BE ACCEPTED OR FULFILLED. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

9. **Confidentiality**

- a. Definition. "Confidential Information" is any information, technical data, or know-how furnished by a party ("Discloser") to the other party ("Recipient"), whether written, electronic, oral or other form that: (i) is marked, accompanied, or supported by documents clearly designating the information as "confidential" or "proprietary"; (ii) is identified by Discloser as confidential before, during or promptly after the presentation or communication; or (iii) should reasonably be known by Recipient to be confidential.
- b. Protection of Confidential Information. Recipient shall use the Confidential Information solely to fulfill its obligations and exercise its rights under this Agreement, and all Confidential Information shall remain at all times the sole and exclusive property of Discloser. Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser to third parties, except that Recipient may disclose Confidential Information to its employees, agents, or contractors who have a need to know such information and are subject to enforceable obligations, no less stringent than those set forth herein, to maintain the confidentiality of such information. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Recipient utilizes to protect its own Confidential Information of a

similar nature, which shall be no less than a standard of reasonable care. Confidential Information does not include any information or materials disclosed to the Recipient by Discloser which Recipient can demonstrate by means of written evidence: (i) was already rightfully known to Recipient at the time of its receipt hereunder as shown by contemporaneous documents in the Recipient's files; (ii) is or becomes generally available to the public other than by means of the Recipient's breach of its obligations under this Agreement; (iii) is independently obtained from a third party whose disclosure violates no duty of confidentiality; or (iv) is independently developed by or on behalf of the Recipient as shown by contemporaneous documents in Recipient's files without the use of or reliance on any Confidential Information of Discloser.

- c. Compelled Disclosure. If Recipient receives a subpoena or other validly issued administrative or judicial process demanding the disclosure of Confidential Information or is otherwise required by Law to disclose Confidential Information, Recipient will provide Discloser with prompt written notice of such requirement so that Discloser may provide a redacted copy of the record and assert any defenses to disclosure of Confidential Information that may be available. If such protective order or other remedy is not obtained, or if Discloser waives compliance with the provisions of this Agreement, Recipient will furnish that portion (and only that portion) of Confidential Information that it is legally compelled or is otherwise legally required to disclose and shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable Law or the final judgment. Confidential Information disclosed by Discloser to Recipient will at all times remain the property of Discloser.

If Customer is a public entity and receives a request for Lyft's Confidential Information under applicable public records laws, Customer shall, unless prohibited by applicable law, (a) promptly notify Lyft of such request; (b) deny the request and/or provide Lyft with reasonable opportunity to object to disclosure; and (c) reasonably cooperate in any efforts made by Lyft to prevent disclosure. If Customer is nonetheless legally compelled or required to release Lyft Confidential Information, Customer will furnish that portion (and only that portion) of Lyft Confidential Information that it is legally compelled or is otherwise legally required to disclose.

10. Indemnification

a. Indemnification by Lyft.

1. Infringement Indemnity. Lyft will indemnify, hold harmless, and defend Customer and its directors, officers, employees, agents, stockholders, and Affiliates (collectively, the "**Customer Indemnified Parties**") from and against all third-party demands, actions, suits, discovery demands, including, without limitation, third party subpoenas, government investigations or enforcement actions, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) related thereto (collectively, "**Claim(s)**") alleging that the use of the LB Services as permitted hereunder

infringes or misappropriates a third party copyright, trade secret, trademark or patent.

2. Options. If the use of the Lyft Platform and/or the LB Services by Customer has become, or in Lyft's opinion is likely to become, the subject of any claim of infringement, Lyft may at its option and expense: (x) procure for Customer the right to continue using the Lyft Platform and/or the LB Services as set forth herein; (y) modify the Lyft Platform and/or the LB Services to make it non-infringing; or (z) if the foregoing options are not reasonably practicable, terminate this Agreement. This Section 10(a) states Customer's exclusive remedy, for any claim by a third party alleging that the use of the LB Services as permitted hereunder infringes or misappropriates a third-party copyright, trade secret, trademark or patent.
 3. Limitations. Lyft will have no liability or obligation with respect to any Claim arising out of: (x) use of the Lyft Platform or the LB Services not in accordance with this Agreement; or (y) the combination, operation, or use of the Lyft Platform and/or the LB Services with other applications, portions of applications, products, or services where the Lyft Platform and/or the LB Services would not by itself be infringing.
- b. Indemnification by Customer. Customer shall indemnify, defend and hold harmless Lyft and its directors, officers, employees, agents, Affiliates, successors and assigns (collectively, the "**Lyft Indemnified Parties**") from and against any Claim arising from or related to (i) Customer's or Customer's employees', agents', or contractors' acts or omissions or breach of this Agreement; (ii) violation of Customer's representations and warranties in Section 7; (iii) Customer's or Customer's employees', agents', or contractors' failure to obtain, maintain or prove the consents required under Section 6 of this Agreement; (iv) Customer's or Customer's employees', agents', or contractors' violation of applicable Law; (v) any activity under the Customer Account, except to the extent caused by Lyft's breach of this Agreement; or (vi) the use of data by a TM Vendor pursuant to Section 6(c).
- c. Conditions of Indemnification. As a condition of the indemnification obligations herein: (i) the indemnified party ("**Indemnified Party**") will promptly notify the indemnifying party ("**Indemnifying Party**") of any Claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (ii) the Indemnifying Party will have the sole and exclusive authority to defend or settle any such Claim (provided that, the Indemnifying Party will obtain the Indemnified Party's consent in connection with any act or forbearance required by the Indemnified Party, such consent not to be unreasonably withheld); and (iii) the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party's activities hereunder, at the Indemnifying Party's expense. The Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. The Indemnifying Party will pay all costs and reasonable legal fees following notice of the Claim, which shall be provided in accordance with this Section 10(c), and any settlement amounts agreed to be paid by the Indemnifying Party or any damages awarded against the Indemnified Party in connection with any such Claim.

Notwithstanding anything herein to the contrary, the Indemnifying Party will neither settle any Claims for which it has an obligation to indemnify herein admitting liability or fault on behalf of the Indemnified Party nor create any obligation on behalf of the Indemnified Party without the Indemnified Party's prior written consent.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES ARISING UNDER THIS AGREEMENT, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY (OR THEIR AGENT) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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, SHALL BE LIMITED TO DIRECT AND PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, THE LESSER OF (I) ONE HUNDRED THOUSAND DOLLARS (\$100,000) OR (II) THE CHARGES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO THE APPLICABLE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO ANY OUTSTANDING PAYMENT OBLIGATIONS OF CUSTOMER.

12. Term, Termination, and Suspension

This Agreement shall commence on the date of Customer's acceptance hereof and shall remain in effect until terminated as set forth herein (the "Term"). Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. All outstanding payment obligations, the Business Associate Agreement (if applicable), and Sections 4-17 of this Agreement shall survive the termination of this Agreement. Lyft may also suspend the Customer Account immediately if: (i) Customer violates (or gives Lyft reason to believe Customer has violated) the Agreement or applicable Law; (ii) there is reason to believe the Customer's use of the Lyft Platform and/or the LB Services is fraudulent or negatively impacting the operating capability of the Lyft Platform and/or the LB Services; (iii) Lyft determines, in its sole discretion, that providing the Lyft Platform and/or the LB Services is prohibited by Law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Lyft Platform and/or the LB Services; (iv) subject to applicable law, Customer undergoes liquidation, commencement of dissolution proceedings, disposal of its assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if Customer becomes the subject of bankruptcy or similar proceeding; or (v) there is a pending resolution of a legal dispute between the parties. Lyft will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur with connection with any suspension pursuant to this Section.

13. Force Majeure

Except for Customer's payment obligations hereunder, nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, epidemic or pandemic, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party. Unless otherwise agreed to by the parties, each party will be responsible for the costs and expenses incurred by it in connection with this Agreement during the period of force majeure.

14. Governing Law

This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. Subject to Section 15 of this Agreement, the parties consent to the personal and exclusive jurisdiction of courts located in the County of San Francisco, California. Each party waives a jury trial in any matter arising out of or relating to this Agreement.

15. Arbitration

Any dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for claims or disputes related to the intellectual property of a party), shall be determined through binding arbitration under JAMS Comprehensive Arbitration Rules and Procedures. The parties shall equally share the fees and expenses of the JAMS arbitrator. The arbitration shall be conducted by a sole arbitrator chosen by the mutual agreement of the parties or, failing that, by JAMS under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. The parties will jointly bear the expense of any arbitrator. Any arbitration proceedings shall take place at a location mutually agreed upon by the parties to this Agreement. If the parties fail to agree upon a location, then such arbitration proceedings shall take place in San Francisco, California.

16. Assignment

Neither party may assign this Agreement (by operation of law or otherwise) without the prior written consent of the other party, and any prohibited assignment or sublicense will be null and void. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate or to a successor in the event of a merger, sale, or acquisition of all or substantially all of the assigning party's assets or stock without the other party's prior written consent, provided that the assigning party shall give the other party prompt written notice of such assignment. This Agreement will be binding and inure to the benefit of the parties' permitted successors and/or assignees.

17. Miscellaneous

This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written between the parties. No oral or written information or advice given by Lyft, its agents, or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. Customer's use of the Lyft Platform and the LB Services is subject to this Agreement, as may be modified or updated by Lyft from time to time. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venture of the other. This Agreement shall not be construed to prohibit Lyft from entering into the same or similar agreements with other parties. If any provision or provisions of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. Any ambiguity contained in this Agreement shall not be construed against any party as the drafter but shall be construed in accordance with its fair meaning. Waiver by either party of a breach of any provision of this Agreement or the failure of either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. In this Agreement, the words "including" and "include" mean "including, but not limited to." All notices hereunder shall be in writing (including email). Notices sent by mail shall be sent to Lyft at 185 Berry Street, Suite 400, San Francisco, CA 94107 and to Customer at the address in the Customer Account. Notices sent by mail to Lyft shall also be copied to legalnotices@lyft.com.



LYFT BUSINESS PRODUCT DESCRIPTIONS

Last Updated October 31, 2023

These Lyft Business product descriptions (“**Product Descriptions**”) supplement the Lyft Business Terms of Service and/or any contract between Lyft, Inc. or any of its affiliates (“**Lyft**”) and an organization (“**Customer**”) to use the LB Services (collectively, the “**Agreement**”) and contain additional terms and conditions that govern the use of specific LB Services. In the event of any conflict between these Product Descriptions and the Agreement, these Product Descriptions control.

1. **Definitions**. Capitalized terms not defined in these Product Descriptions have the meanings set forth in the Agreement.

- a. “**Business Profile**” means an additional profile in the Lyft App that Customer can invite a Rider to access.
- b. “**Concierge**” means a portal owned or operated by Lyft that enables Customer to request Rides for Riders. Concierge may be accessed via an online internet portal (“**Concierge Web**”) or via the Lyft application programming interface that is integrated into a software platform (“**Concierge API**”).
- c. “**LB Portal**” means an online application by which Customer may access and manage its transportation programs.
- d. “**Lyft Pass**” means a ride credit with criteria for use that a Rider can apply to a Ride. Lyft Pass programs may be established by Lyft, or by Customer via the LB Portal or via the Lyft application programming interface that is integrated into a software platform (“**Lyft Pass API**”).

2. **General**

- a. **LB Portal**. Customer may use the LB Portal to perform a variety of actions which may include (i) viewing, adding, and removing Riders, (ii) viewing transportation activity, including certain trip information about Rides, (iii) generating and preparing activity reports associated with transportation activity, (iv) viewing current, appointing new, and removing Administrators, (v) placing certain restrictions on Rider activity in connection with the Lyft Platform, and (vi) creating and/or distributing Lyft Passes. Lyft reserves the right to add, remove, and/or update features and functionality of the LB Portal at any time, without modifying these Product Descriptions, and Lyft will not be responsible for any loss of data and/or any other damages.
- b. **Administrators**. Customer must designate at least one (1) authorized representative to serve as lead Administrator with responsibility for managing Customer’s transportation programs, and Customer will train the Administrator to

access and use the LB Services. The Administrator will be Lyft's primary contact with Customer. Customer agrees to (i) maintain all LB Portal login credentials in confidence; (ii) permit only the lead Administrator and Customer's other authorized Administrators to access the LB Portal; and (iii) update all information of the lead Administrator and other authorized Administrators to ensure that it is and remains current, accurate, and complete. Customer shall limit access to all data within the LB Portal to only those Customer personnel who have a need to access such data for legitimate business purposes related to managing and administering Customer's transportation programs and accessing the LB Portal.

c. **Inviting Riders.** Riders may be invited by Customer or Lyft to use the LB Services via one or more of the following methods as applicable to the specific LB Services:

i. LB Portal. Customer adds to the LB Portal: (A) Rider mobile phone number, or (B) Rider email address. By adding either of the foregoing to the LB Portal, Customer represents and warrants that Customer has Rider permission to share such information with Lyft and for Lyft to use such information to contact Rider, and Customer allows Lyft, on Customer's behalf, to send auto-generated SMS messages or emails to (1) announce the Lyft business program to Riders, and/or (2) invite Riders to opt-in to or use the Lyft business program. Riders may receive additional email communications that (1) remind Riders that have not opted in, to opt-in, and (2) highlight promotions and other benefits of the Lyft business program (e.g., new offers, product changes, etc.).

ii. People Sync. Customer uses People Sync, a tool within the LB Portal that allows use of a secure file transfer protocol (SFTP) integration to programmatically add or remove Riders from a Lyft business program.

iii. Other Invitation Method. Customer, directly and independently of Lyft, distributes a Lyft generated code or link to Riders outside of the LB Portal and without sharing any Rider information with Lyft.

d. **Billing and Payment Options.** Customer may be eligible to select one or more billing and payment options offered by Lyft as applicable to the LB Services and subject to additional requirements as may be determined by Lyft (e.g., minimum monthly spend), including but not limited to the following:

i. Offline Billing: Invoices sent monthly and payable by payment card, check, ACH, or wire transfer.

ii. Online Billing: Payment card on file is automatically charged for all transactions on either: (1) a per-ride basis, as the transaction occurs; or (2) a monthly basis, for all transactions accrued within a calendar month, in the subsequent month.

e. **Lyft Assisted.** Subject to Driver and Lyft Platform availability, an Administrator may have the option to submit a request for a Lyft Assisted ride. For a Lyft Assisted ride, the Driver meets the Rider at the exterior door of the pick-up location and accompanies the Rider from the vehicle to the exterior door of the drop-off location.

The Driver offers light assistance to the Rider, which may include providing an arm, elbow, or hand for assisting with stability, opening and closing doors, and storing small personal belongings (e.g., purse, backpack, or other small bag). A Lyft Assisted ride does not include Drivers entering a premises or providing any significant weight-bearing assistance (e.g., carrying a Rider or large luggage/packages), wheelchair-accessible vehicles, medical or professional aid, or hand-to-hand assistance/formal custody transfer (e.g., receiving the Rider from, and transferring the Rider to, a designated caregiver).

f. **WAV.** Subject to Driver and Lyft Platform availability, an Administrator may have the option to submit a request for a Wheelchair-Accessible Vehicle (WAV) ride. For a WAV ride, the Driver uses a specialized vehicle that can accommodate a non-folding or motorized wheelchair or scooter, and Riders are seated in a wheelchair and require the use of a hydraulic or electric lift or ramp and wheelchair lockdown. A WAV ride does not include any of the following: Drivers entering a premises, accompanying the Rider to/from the vehicle, or providing any significant weight-bearing assistance (e.g., carrying a Rider or large luggage/packages); medical or professional observation, aid, or supervision; administration of medications or oxygen; or hand-to-hand assistance/formal custody transfer (e.g., receiving the Rider from, and transferring the Rider to, a designated caregiver). Access to WAV rides, including specific types of specialized vehicles, vary by market.

3. Business Profiles

a. **Method of Administration.** Administrators can invite Riders to access a Business Profile associated with Customer. By accepting an invitation, such Riders may associate Rides taken in the Business Profile with Customer, and Customer may administer, track, and view Rides taken by such Riders using such Business Profile.

b. **Rider Experience.** Riders invited to use a Business Profile associated with Customer can access Administrator established settings, such as receipt forwarding and direct billing. Lyft may, in its sole discretion, offer further benefits or rewards to Riders with a Business Profile. By inviting Riders to associate a Business Profile with Customer, Customer is representing that the Riders are not prohibited from receiving such benefits or rewards by any applicable laws, industry standards, and/or internal Customer policies.

c. **Business Profile Charges.** Customer may opt to pay Charges for Rides taken in a Rider's Business Profile associated with Customer via a billing and payment option set forth above. Alternatively, Customer may elect for Riders to pay Charges for such Rides, in which case Lyft will charge such Rider's payment method on file.

4. Concierge

a. **Ride Requests.** To submit a Ride request in Concierge, an Administrator must provide Lyft with all information reasonably necessary for a Driver to successfully locate a Rider at the pick-up location, including the Rider's actual first and last name, Rider's accurate pick-up location and drop-off location, and the personal telephone number of the Rider or, if applicable, the person who is eighteen (18) years of age or

older who accompanies a Rider under eighteen (18) years of age (not an Administrator's telephone number). Lyft will transmit the request via the Lyft Platform to available Drivers. For clarity, the Rider's telephone number is masked as to the Driver for privacy. The Driver who accepts the request may contact the Rider via the calling or texting features within the Lyft driver app to provide updates on the request or otherwise contact the Rider related to the Ride. In Lyft's sole discretion, Lyft may prohibit Customer from requesting Rides for a Rider if Lyft reasonably believes such Rider has violated the Lyft Terms of Service or engaged in conduct that poses a risk to the safety of a Driver or other third party.

b. **Suitable Riders.** Submission of a request in Concierge, including for a Lyft Assisted ride or for a WAV ride, means Customer represents and warrants that: (i) a Rider is (A) cognitively stable and aware, (B) not a danger to themselves or to others, including a Driver, (C) subject to Lyft's [Foldable Wheelchair Policy](#), and, excluding WAV rides, able to manage their physical mobility in and out of the vehicle without assistance; (ii) the request is not for a medical emergency; and (iii) Customer is solely responsible and liable for determining and monitoring a Rider's eligibility for the LB Services. Submission of a request in Concierge for a WAV ride means Customer represents and warrants that a Rider does not require medical or professional observation, aid, or supervision; medical equipment (except for mobility devices as provided in Lyft's [Foldable Wheelchair Policy](#)); administration of medications or oxygen, or hand-to-hand assistance/formal custody transfer.

c. **SMS Messages.** Customer acknowledges and agrees that Customer's use of the Concierge API requires Customer to use Lyft's SMS messages or include in Customer's SMS messages (A) a link to the Lyft rider web experience, and (B) a link to the Lyft Terms of Service.

d. **Concierge Charges.** Customer may opt to pay Charges for Lyft Concierge Rides via a billing and payment option set forth above.

5. Lyft Pass

a. **Method of Administration.** In the LB Portal, Administrators may set usage parameters for a Lyft Pass, including number of times a Lyft Pass may be used, expiration date, value of a Lyft Pass (e.g., flat dollar amount or number of rides with a dollar amount cap for each ride), time, geofencing, and ride type. Administrators may enable Lyft Pass for any of the following transportation modalities on the Lyft Platform: (1) rideshare, (2) bikeshare, (3) scooter share, and (4) other modalities as Lyft in the future may support.

b. **Deposit of Lyft Pass.** Upon adding a Rider to a Lyft Pass program, or upon a Rider applying a Lyft Pass to the Rider's account, a text message, email, and/or in-app communication may be sent informing the Rider that the Rider has been added to the specified Lyft Pass program and the corresponding Lyft Pass has been deposited into the Rider's account.

c. **Use of Lyft Pass.** To use a Lyft Pass, Riders must (i) create and maintain an active Lyft account, including agreeing to the Lyft Terms of Service and maintaining a valid payment method in their account; (ii) successfully receive the Lyft Pass in the

Rider's account; and (iii) take a Ride which qualifies for the specific Lyft Pass redemption.

d. **Lyft Pass Charges.** Lyft shall charge Customer the full dollar amount of the Lyft Pass used and any Business Services Fee. As applicable to a Lyft Pass:

- i. Lyft shall apply the Lyft Pass used by a Rider to cover certain Charges, and Lyft shall charge the Rider's payment method on file for any amount not covered by the Lyft Pass; or
- ii. Lyft shall apply the Lyft Pass used to cover all Charges and shall charge Customer for any Charges that are greater than the amount of the Lyft Pass, and Lyft shall not charge the Rider's payment method on file.

Customer acknowledges and agrees that (A) Customer is responsible for policing, managing, regulating, overseeing, and supervising the use of Customer's Lyft Passes by Riders, prospective Riders, and/or any other individuals, (B) Customer shall be solely liable for all use (including unauthorized use) of Customer's Lyft Passes, and (C) Customer is and shall be solely responsible and liable for determining and monitoring Rider eligibility for Lyft Pass, including eligibility under federal and state healthcare programs, and for revoking any Lyft Passes for ineligible Riders.

e. **Lyft Pass for Bike and Scooter Rentals.** In certain markets, Riders may use Lyft Pass to unlock a bike or scooter for single rental use after accepting the Lyft rental terms or other applicable terms for bikes and scooters applicable to such market(s). If Customer will promote Lyft Pass for Citi Bike bicycles, Customer agrees as Sublicensee to the terms of [Citigroup's sublicense](#) for the use of the Citi Bike marks.



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

SS-SHERIFF, Lyft, Inc.

Date: Wednesday, September 25, 2024
From: Amanda Bennett, Deputy Director of Administrative Services
To: Board of Supervisors
Via: Erik Tsou, Admin. Mgr. I Micro 51322
Subject: Single Source Justification; Request for Order Enterprise Form (Agreement) with Lyft, Inc.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents:

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: CA Secretary of State Business Entity Information

1. Requested Supplier Name: Lyft, Inc. Supplier ID: 267194

- a. **Describe the goods/service being requested:** Transportation services for indigent inmates upon release who require transportation from the Riverside Sheriff's Office's (RSO) Blythe Jail, John J. Benoit Detention Center, Robert Presley Detention Center, Cois Byrd Detention Center, and the Larry D. Smith Correctional Facility.
- b. **Explain the unique features of the goods/services requested from this supplier:** Lyft, Inc., (Lyft) is a rideshare company that connects drivers and riders for various transportation needs. Lyft allows customers to request on-demand or scheduled rides up to 30 days in advance within a user-friendly online website. This program is designed with transparency in mind, creating month-to-date reports to track all usage with ride history and cost, ensuring the organization is always informed and in control of managing services.



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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SS-SHERIFF, Lyft, Inc.

- c. **What are the operational benefits to your department?** Corrections will have access to transportation services 24/7, including weekends and holidays. Lyft services support the Riverside Inmate Destination Endeavor (RIDE) Program, a successful initiative created to provide transportation services to released inmates who need transportation to their residence outside of local public transportation hours. Since its inception, the RIDE Program has been successful in keeping released inmates out of local communities, reducing the risk of crime and loitering in the neighboring areas of the detention centers. The program supplements the current bus voucher program, which provides bus passes to releasees during local bus schedules.
- d. **Provide details on any cost benefits/discounts:** Other transportation services available during non-business hours include taxi services. The rates for taxi services have additional fees that vary such as base fares, night surcharges, extra passenger fees etc. The multiple fees per ride exceed the Lyft pricing structure which uses ride route and demand to determine cost.
2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

- a. **If yes, please explain why you are requesting to utilize an SSJ process?** On August 30, 2024, the County Purchasing and Fleet Services Department, on behalf of RSO, released Request for Quote (RFQ) #SHARC-557 on Public Purchase. A total of thirteen vendors downloaded the bid and two submitted a bid response before the bid closed on September 17, 2024.

This RFQ is currently under review, and—due to an urgent RSO service need, and the transportation services industry's lack of competition to provide afterhours transportation services to correctional facilities which are exacerbated by the County's large geographical service area—RSO is seeking to establish the Agreement with Lyft who can provide the County with the necessary services to ensure that the inmate release process is streamlined for efficiency.



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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www.riversidesheriff.org

SS-SHERIFF, Lyft, Inc.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now?

Yes No

a. What was the total annual and aggregate amount? N/A

4. Identify all costs for this requested in the table below:

Description:	FY <u>24/25</u>	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	FY <u>28/29</u>	Total
Ongoing Costs:	\$375,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,375,000
Total Costs	\$375,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,375,000

The costs listed in the table above represent aggregate costs as RSO will need the ability to move funds from one fiscal year to another if the full amount is not spent and/or if there is a surge for services. Additionally, RSO is requesting Board of Supervisors approval for an additional aggregate contingency amount of \$500,000, not listed in the above table.

5. Period of Performance: 5 Years

Ratify Start Date: N/A

Initial Term Start Date: 10/22/2024 End Date: 10/21/2029

Number of renewal options: one (1) initial one-year term and four (4) twelve-month renewal options

Aggregate Term/End Date: 10/21/2029

6. Projected Board of Supervisor Date: 10/22/2024



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By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Misha Graves Chief Deputy Misha Graves #N2878 09/24/24
Chief Deputy Signature (or designee) Print Name Date

AS HERMAN LOPEZ AS HERMAN LOPEZ 10/01/24
Assistant Sheriff Signature (or designee) Print Name Date

Amanda Bennett Amanda Bennett 10/2/24
Print Name Department Head Signature (Executive Level Designee) Date

PCS Reviewed:

Jose (Tony) Curiel [Signature] 09/25/2024
Print Name Signature Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

- One-time \$ _____
- Annual Amounts reflected in completed chart for Question #4
- Total Cost \$ _____
- Aggregate Amount \$ 2,375,000 plus up to \$500,000 contingency over 5 years



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Melissa Curtis

10/2/2024

25-062

Purchasing Agent Signature

Date

Tracking Number
(Reference on Purchasing Documents)