

AGREEMENT BETWEEN LYFT, INC. AND COUNTY OF DAKOTA

This Agreement (“**Agreement**”) is made by and between Lyft, Inc., a Delaware corporation, located at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“**Lyft**”) and the County of Dakota, a political subdivision of the State of Minnesota, by and through its Community Services Division, located at 1 Mendota Rd. W., Suite 500, West St. Paul, MN 55118 (“**County**”). County and Lyft shall sometimes individually be referred to as “party” and collectively as “parties” in this Agreement.

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** This Agreement is effective and enforceable on the date the last party executes this Agreement (“**Effective Date**”) and expires on June 30, 2020, unless terminated according to the provisions of this Agreement or by law.

2. **Background.** Lyft operates a ridesharing platform (“**Lyft Platform**”) and mobile application (the “**Lyft App**”) which allows users the opportunity to request a ride from one location to another (each, a “**Ride**”). The transportation services (“**Driving Services**”) are provided by authorized drivers using their own vehicles (“**Drivers**”). Lyft provides enterprise transportation solutions through its Concierge Service, and Lyft Codes programs (collectively, “**Programs**”) to business partners to administer, track and manage its transportation spending for its authorized users (each, a “**User**”). County desires to participate in the Programs, and Lyft and County agree to launch the Programs in accordance with the terms of this Agreement and as more specifically described in the attached exhibits.

3. **Policies.** Lyft will provide County with its policies and procedures related to the Background Checks and Zero Tolerance Policy, attached hereto as Exhibit 3.

4. **Activities.** The parties agree to perform the business activities as set forth in Exhibit 1, Employment and Community Access Pilot Project Activities and Exhibit 2, Pilot Project Monthly Data Reporting (collectively, the “**Activities**”), attached hereto and incorporated herein. Except as expressly agreed to in Section 5 of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

5. **Fees and Payment.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth in Exhibit 1 (the “**Fees**”). Fees due are payable in accordance with the payment schedule as set forth in Exhibit 1. Any maximum amount agreed to in any exhibit is not subject to any express or implied condition precedent. The County is not required to pay Lyft for any minimum amount of any services.

6. **The Dashboard.**

6.1 Access to the Dashboard. In order for County to manage the Programs, Lyft will provide County with access to an online portal owned and hosted by Lyft (the “**Dashboard**”). Within the Dashboard, County may view, add or remove Users, generate reports of User activity, and place certain restrictions on Users’ activity. As related to the Concierge Service, County may also use the Dashboard to request Rides for Users. Additionally, Lyft grants County a non-exclusive, non-transferrable limited license to

use the Dashboard solely in connection with the Programs during the Term. County 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 Materials; (ii) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (iii) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to County under this Agreement.

6.2 County Administrator. County will designate at least one (1) authorized personnel of County to serve as County's administrator (each, an "**Administrator**") and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. County will contact Lyft upon known or suspected unauthorized use under County's Dashboard or if Dashboard login credentials information is lost or stolen.

7. **Lyft Code Program.**

7.1 General. Under the Lyft Code Program, Lyft will provide County with coupon codes (each, the "**County Code**") for use with this Agreement. A County Code may also be provided to Users.

7.2 Credit Value. Each County Code shall have a credit value as stated in Exhibit 1.

7.3 Valid Use. County Codes are valid for use by all Users who (i) download and install the Lyft App on a compatible mobile device; (ii) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (iii) successfully redeem the County Code in the User's Lyft App; (iv) take a completed ride via the Lyft App which qualifies for County Code redemption under this Agreement; and (v) successfully apply the Lyft credit associated with the County Code at the end of the ride.

7.4 Code Expiration. Each County Code and its corresponding ride credits will expire under the following conditions: (i) upon expiration of this Agreement or termination of this Agreement, pursuant to the provisions herein, by either party; or (ii) as outlined in Exhibit 1. Additionally, the County may at any time and without providing a reason request in writing to the Lyft Contact that Lyft cancel an unexpired County Code, and Lyft shall cancel said County Code within three (3) business days.

7.5 Payment. County agrees to pay for any usage of the County Codes, subject to the terms and conditions herein and in Exhibit 1. Lyft shall charge the User's personal payment account as associated with the User's Lyft account for any amount of the ride fare that is greater than the credit value of the County Code. County is not liable for any amounts to Lyft or Drivers for any amount of the ride fare that is greater than the credit value of the County Code. This in no way prohibits Lyft from seeking excess payment from Users.

8. **Concierge Service.**

8.1 General. Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a "**Request**"). Each Request will include all relevant Ride information, including but not limited to, the User's first and last name, pick-up and drop-off location, and telephone number (collectively, "**User Information**"). Lyft will transmit the Request via the Lyft Platform to

available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, the Administrator will be notified of such cancellation via the Dashboard. Any Request cancellations by the Administrator or no-shows by Users will be subject to Lyft's cancellation policy. County will pay Lyft for all completed Rides under the Concierge Service ("**Concierge Rides**"). All Concierge Rides are subject to prime time surcharges and Driver availability.

8.2 Ride Requests. When submitting a Request, County consents on behalf of itself and each User to allow Lyft to use the User Information to: (i) send transactional SMS texts to the User relating to the Request and User's Ride; (ii) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; and (iii) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy as it may be amended by Lyft from time to time, and Section 10 (data privacy and retention). County represents and warrants that County will only submit Requests for Users who are eighteen (18) years of age or older; and from whom County has obtained all necessary consents to share User Information for the purposes set forth herein.

9. **Proprietary Rights.**

9.1 License to Use Lyft Marks. Lyft hereby grants to County a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, "**Lyft Marks**") during the Term, solely in furtherance of County's obligations in this Agreement and the obligations to the Minnesota Department of Human Services in connection with the grant funding used to provide payment for the Services. County's use of any of the Lyft Marks shall be subject to Lyft's prior written approval in each instance. Lyft 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. County hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that County shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. County's use of Lyft Marks must conform to Lyft's usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way). The County is not responsible for Users' use of all names, marks, and logos associated with Lyft.

9.2 License to Use County Marks. County hereby grants to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with County (collectively, "**County Marks**") during the Term, solely in furtherance of Lyft's obligations in this Agreement. Lyft's use of any of the County Marks shall be subject to County's prior written approval in each instance. County 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. Lyft hereby covenants and agrees that the County Marks shall remain the sole and exclusive property of County and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the County Marks shall inure directly to the benefit of County. Lyft's use of County Marks must conform to County's usage guidelines and instructions as County may provide or update from

time to time (and in no event shall the color, style, appearance, or relative dimensions of the County Marks be altered or changed in any way).

9.3 **No Development.** The parties acknowledge and agree that there shall be no development of technology, content or media or other intellectual property by either party for the other party under this Agreement. Intellectual property development activities, if any, must be the subject of a separate written agreement between Lyft and County prior to the commencement of any such intellectual property development.

10. **Data Privacy, Records Disclosure, Retention, & Confidentiality.**

10.1 For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by Lyft in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. Ch. 13, and all implementing rules, as well as any other applicable Minnesota or federal laws on data privacy or security. Lyft must comply with and is subject to the applicable provisions, remedies and requirements of the MGDPA.

10.2 **“Protected Data”** has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Protected Data includes, but is not limited to, Personal Data and “security information,” as defined in Minn. Stat. § 13.37, subd. 1 (a), which by way of illustration only includes data such as passwords, PINs, and financial account numbers. Under this Agreement, the parties acknowledge and agree that Personal Data shall also include the Key, which includes the name of the User/passenger. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Lyft when provided to County and is included in the definition of Protected Data. For purposes of Minn. Stat. § 13.37, subd. 1(b), Lyft has determined that the following are “Trade Secrets:” Lyft Dashboard and the information contained therein, data sets provided to County, and any other Trade Secrets that may later be identified by Lyft.

10.3 **“Personal Data”** is a subset of Protected Data, and means any information obtained in connection with this Agreement (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including but not limited to, contact information, precise location information, persistent identifiers, government-issued identification numbers, , and other personal identifiers; and (iii) any information that may otherwise be considered “private data on individuals” or “confidential data on individuals” under the applicable law.

10.4 Lyft acknowledges that the County and Users may transmit Protected Data to Lyft in connection with Lyft’s performance of this Agreement. Lyft shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party in any way whatsoever any Protected Data, unless required or allowed by law or the terms of this Agreement. Lyft agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.

10.5 Each party shall provide the other party with prompt notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.

10.6 Lyft shall cooperate with the County in responding to all requests for data. Lyft does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the provisions of this Agreement. The parties shall promptly notify each other when any third-party requests Protected Data related to this Agreement or the services. If County is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, County will provide Lyft with prompt written notice of such requirement so that Lyft, at its sole expense, may seek a protective order or other appropriate relief within 30 calendar days. If Lyft requests the County's assistance, which it is not compelled to provide, in obtaining a protective order or other such relief, all such expenses incurred by the County are the responsibility of Lyft. If such protective order or other remedy is not sought within 30 calendar days, is not obtained, or if the Lyft waives compliance with the provisions of this Agreement, the County or its employee will furnish that portion (and only that portion) of information that is legally compelled or is otherwise legally required to disclose.

10.7 Lyft's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County, and either the Legislative or State Auditor, as appropriate, for a minimum of six years, pursuant to Minn. Stat. § 16C.05, subd. 5. In the event of a conflict between this provision and Minn. Stat. § 16C.05, subd. 5, the statute shall control. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any services provided under this Agreement. Lyft agrees to maintain such evidences for a period of 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

10.8 Personal Data Restrictions

- a) The parties shall solely use, disclose, exchange, store, retain or otherwise process Personal Data only as necessary to administer and manage the Programs, and in accordance with applicable law, and only upon County receiving all necessary consents from each User.
- b) The parties shall not use Personal Data in any way that violates this Agreement.
- c) The parties shall not publicize nor release any Personal Data without the consent of such User, or as allowed by law, and prior notice to the other party. If the other party objects to the publication or release of Personal Data, it must follow the procedures specified in Section 10.6 in seeking a protective order at its own expense.

11. **No Publicity.** Lyft shall obtain the County's written consent to any press release or announcement with respect to the Activities.

12. **Representations and Warranties; Disclaimer.**

12.1 Each party hereby represents and warrants that: (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (iii) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (iv) it will comply with all applicable laws and regulations in its performance of this Agreement; (v) the content, media

and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. Additionally, both parties acknowledge and agree that Lyft is not performing transportation services for the general public under this Agreement, and therefore this Agreement shall not be subject to 49 C.F.R. §37.23.

12.2 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, LYFT MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, LYFT CREDITS, CODES, OR OTHERWISE (“**LYFT MATERIALS**”). LYFT PROVIDES THE LYFT MATERIALS “AS IS” AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE LYFT MATERIALS WILL MEET COUNTY’S REQUIREMENTS OR THAT THE OPERATION OF THE LYFT MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT 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. IN THE EVENT THAT A CODE OR LYFT CREDIT IS NONFUNCTIONAL, COUNTY’S SOLE REMEDY, AND LYFT’S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CODE OR LYFT CREDIT.

13. **Ownership and Feedback.** Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Materials, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to County or any User in connection with this Agreement. County may share questions, comments, suggestions, ideas, feedback or other information about the Programs (“**Feedback**”) with Lyft, and County acknowledges and agrees that Lyft may use such Feedback in improving the Programs, and grants Lyft the ability to have unrestricted use and dissemination of this Feedback for any purpose and without acknowledgement or compensation to County, so long as such use and dissemination does not violate the terms of this Agreement or law.

14. **Indemnification.**

14.1 Indemnification by County. Subject to applicable state law, County agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against third party all claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) County’s breach of this Agreement; (ii) County’s violation of the representations and warranties in Section 7; (iii) any allegation that Lyft’s use of County’s Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) County’s violation of applicable law.

14.2 Indemnification by Lyft. Lyft agrees to defend, indemnify and hold harmless County and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes

of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Lyft's breach of this Agreement; (ii) Lyft's violation of the representations and warranties in Section 7; (iii) any allegation that County's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; (iv) Lyft's, or Lyft's officers', agents', employees', or delagatees' actual or alleged intentional, willful, or negligent acts or omissions; and (v) Lyft's violation of applicable law.

14.3 **Indemnification Procedure.** A party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying party will have the exclusive right to defend any such claim, and the indemnifying party may not settle or compromise such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

15. **LIMITS OF LIABILITY.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 14, OR EITHER PARTY'S BREACH OF CONFIDENTIALITY IN SECTION 10, 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, SHALL NOT EXCEED, IN ANY EVENT, THE GREATER OF THE TOTAL AMOUNT PAID OR PAYABLE BY PARTNER UNDER THIS AGREEMENT FOR THE PRECEDING TWELVE (12) MONTH PERIOD OR FIVE HUNDRED THOUSAND DOLLARS (\$500,000). IN NO EVENT SHALL LYFT'S LIABILITY EXCEED TWO MILLION DOLLARS (\$2,000,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY COUNTY FOR CHARGES INCURRED BY USERS, , LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY OR LYFT'S GENERAL LIABILITY POLICY. THE COUNTY'S LIMITS ON LIABILITY IS GOVERNED BY MINN. STAT. CH. 466.

16. **Insurance.** During the Term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:

- a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
- b. Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability coverage with minimum limits of \$1,500,000 Each Occurrence; \$2,000,000 General Aggregate, and adding the County, its officers, employees, and agents as additional insured thereunder via blanket endorsement.

- c. Commercial Auto Liability Insurance including a minimum combined single limit of \$1,500,000 each accident, or the limit required in Minn. Stat. § 65B.472, whichever is greater, and Uninsured/Underinsured motorist coverage with limits in accordance with Minnesota law and local regulations.

All policies maintained shall be written on an occurrence basis form by reputable insurance companies with a Best's policyholder rating of not less than A-VII. Such insurance shall be primary policies, not contributing with and not supplemental to coverage County may carry and will contain a waiver of subrogation against County and its insurance carrier(s) with respect to all obligations assumed by Lyft under this Agreement. Such policies shall not be cancelled or materially reduced without 30 calendar days' prior written notice to County. As of the Effective Date of this Agreement, Lyft shall provide the County with Certificates of Insurance evidencing that such insurance policies are in place. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Lyft's other obligations or liabilities set forth in this Agreement.

17. Termination.

17.1 Termination Events. This Agreement may be terminated by either party, by written notice to the other party, in the event of a material breach by the other party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching party. Termination by either party for breach shall be in addition to any other remedies the non-breaching party may have for such breach. Either party may terminate the Agreement immediately by written notice to the other party upon: (i) the other party becoming insolvent; (ii) the other party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party's property; or (v) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

17.2 Termination by County- Lack of Funding. In addition to the termination events in Section 17.1, the County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriate for this Agreement as of the Effective Date from a non-County source are unavailable. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any creation of new County Codes or performance of services under the Agreement after providing notice of termination for lack of funding.

17.3 Survival. Any outstanding payment obligations and **Sections 5** (fees), **10** (data privacy and retention), **12** (representations, warranties, disclaimers), **13** (ownership and feedback), **14** (indemnification), **15** (limitation of liability), **16** (insurance), **17.3** (survival), and **18** (general) shall survive the expiration or termination of this Agreement.

18. General.

18.1 Exhibits. The following exhibits and addenda, including all attachments, are incorporated and made a part of this Agreement:

**Exhibit 1— Employment and Community Access Pilot Project Activities;
Exhibit 2 – Pilot Project Monthly Data Reporting; and
Exhibit 3—Background Checks and Zero Tolerance Policy.**

By signing this Agreement, the parties acknowledge receipt of all the above exhibits and addenda, including all attachments. If there is a conflict between any part of any exhibit and the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, the exhibits will be construed and constructed to supplement, rather than conflict with, this Agreement. If there is a conflict between provisions in the exhibits, the following is the order of precedence:

- Exhibit 1
- Exhibit 2
- Exhibit 3.

18.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions.

18.3 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) one day after being sent by overnight courier, charges prepaid. Additionally, the parties may agree in Exhibit 1 for the provision of certain notices by email to the recipients indicated in Exhibit 1. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department. Notice of Termination must also be sent to the Dakota County Attorney's Office, Civil Division, 1560 Highway 55, Hastings, MN 55033.

18.4 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

18.5 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

18.6 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

18.7 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (i) an affiliate of such party; or (ii) in connection with the sale of all or substantially all of such party's equity,

business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

18.8 Subcontractors.

- A. County acknowledges and agrees that Lyft will utilize Drivers to perform the Driving Services. To the extent that Lyft wishes to enter into other subcontracts for the performance or provision of services related to this Agreement, those subcontractors will be paid in accordance with paragraph B below.
- B. The following is required by Minn. Stat. § 471.425: Lyft shall pay Driver within 10 calendar days after the date on which Lyft receives payment from the County for undisputed services performed by Driver. Lyft agrees to pay interest of 1 ½ percent per month or any part of a month to the Driver on any undisputed amount not paid on time to the Driver. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, Lyft shall pay the actual interest penalty due the Driver.

18.9 Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

18.10 Contractor Debarment, Suspension, and Responsibility Certification. By signing this Agreement Lyft certifies that the federal government or the Minnesota Commissioner of Administration has not suspended or debarred Lyft or its principals and employees providing services hereunder, based upon Federal Regulation 45 CFR 92.35 and Minn. Stat. §16C.03, subd. 2, respectively.

18.11 Entire Agreement; Electronic Signatures. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates below.

LYFT, INC.

By: Gyre Renwick
Gyre Renwick (Mar 5, 2019)
 Printed Name: Gyre Renwick
 Title: VP, Revenue
 Date: Mar 5, 2019

COUNTY OF DAKOTA

DocuSigned by:
Kelly Harder
5D0FEF0AC24B473...
 By: _____
 Printed Name: Kelly Harder
 Title: Community Services Director
 Date: 03/04/2019 | 4:54 PM CST

County Board Resolution #: 18- 542

Approved as to form:

/s/Margaret M. Horsch/March 1, 2019
Assistant County Attorney/ Date
File No. KS-17-381

EXHIBIT 1
EMPLOYMENT AND COMMUNITY ACCESS PILOT PROJECT ACTIVITIES

1. **Overview.**

This Exhibit 1 to the Agreement details the specific terms and conditions for the County and Lyft's Employment and Community Access Pilot Project (hereinafter referred to as "**Pilot Project**"). The Pilot Project is a specialized application of the Lyft Code Program (Section 7 of the Agreement).

2. **County Obligations.**

- 2.1 The County will authorize Users to participate in this Pilot Project.
- 2.2 The County will create a fixed set of parameters for multiple County Codes, which the County may revise from time to time with the assistance of Lyft and without necessitating an amendment or modification under Section 18.3 of the Agreement. The County will determine which set of parameters is approved for each User. The parameters will contain the following non-exclusive list of parameters:
- A. Maximum trip charge;
 - B. Maximum number of trips per month
 - C. Maximum monthly allowance; and
 - D. County Code time limit or expiration date: All County Codes will be valid for no more than 30 or 90 days, with each County Code's specific expiration date outlined in the fixed set of parameters the County will provide to Lyft.
- 2.3 The County will provide Lyft with the fixed set of parameters for multiple County Codes, along with each User's Lyft account email address or phone number.

3. **Lyft Obligations.**

- 3.1 Lyft shall create and maintain its specialized Lyft App for this Pilot Project and create and provide the County Codes to the Users, with the following restriction: the County Codes must comply with the County's parameters listed in Section 2 of this Exhibit 1.
- 3.2 Lyft will cooperate with County in applying the County Codes assigned by the County to each User's Lyft account.
- 3.3 Lyft shall deactivate all unused County Codes on June 30, 2020.
- 3.4 Subject in each case to County obtaining and providing to Lyft all necessary consents, permits and authorizations, Lyft agrees to provide the County each month, along with the invoice, a

report regarding the usage of the County Codes. Each report shall include the data fields as outlined in Exhibit 2.

4. **Fees and Payment.** Each calendar month during the Pilot Project, Lyft will invoice County for the full dollar amount for all charges associated with County Codes redeemed by County or Users for the preceding month. Payment is due within thirty (30) days of invoice date. County shall pay interest of 1 ½ percent per month or any part of a month to Lyft on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due Lyft. Upon delivery or activation of the County Codes from Lyft to County, County is responsible for any and all activity relating to the County Codes and will indemnify Lyft for any claims related to County's use thereof. Lyft has the right to invoice County for any usage of County Codes by County or Users, even after expiration of the Term.

5. **Liaisons.** The Liaisons of the respective parties for purposes of this Pilot Project are as follows:

Lyft Liaison:

Name: Mary Fox and Paul Davis

Phone: ---

Email: mfox@lyft.com and transit@lyft.com

County Liaison:

Name: Robyn Bernardy

Phone: 651-554-6956

Email: Robyn.Bernardy@co.dakota.mn.us

The parties shall promptly provide notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Pilot Project, without necessitating an amendment or modification to the Agreement or this Exhibit 1.

EXHIBIT 2
PILOT PROJECT MONTHLY DATA REPORTING

Lyft will provide County with a public monthly report (“**Public Report**”) that will contain at least the following information for each User: passenger ID (anonymized), trip length, trip duration, trip cost (actual), trip subsidy (actual), origin (census tract), destination (census tract), trip time period, day of travel, overall mileage of service, and overall hours of service. The report shall not contain any personally identifiable information of any User. The report below is a sample of the Public Report to be delivered to the County regarding the Program services.

MONTHLY REPORT

Trips Data Decoupled

INVOICE

Passenger ID (Anonymized)	Trip Length (2 mile ranges)	Trip Duration (5 minute ranges)	Trip Cost (Actual)	Trip Subsidy (Actual)
34553	0-2	0-5	\$10.15	\$6.15
347477	4-6	15-20	\$25.35	\$21.35
5586	2-4	5-10	\$11.20	\$7.20
44433	6-8	20-25	\$32.40	\$28.40
			\$79.10	\$63.10

NTD REPORTING

Origin (Census Tract)	Destination (Census Tract)	Trip Time Period (AM Peak/Midday/PM Peak/Late Day of Travel)	
032013	031631	AM Peak	Monday
031634	032013	Midday	Tuesday
032013	031633	PM Peak	Thursday
031643	032013	Midday	Sunday

	Weekdays	Saturday	Sunday	Total
Overall Mileage of Service	38	4.1	2.1	44.2
Overall Hours of Service	1.2	1.1	1.1	3.4

Along with the monthly Public Report, Lyft will provide a unique identifier key set (the “**Key**”) available only to Lyft and the County following the end of each month. The Key will provide County with access to the User’s full name for County’s legitimate business, auditing, and reporting purposes.. The parties will meet as necessary to discuss the Pilot Project.

EXHIBIT 3**BACKGROUND CHECKS AND ZERO TOLERANCE POLICY**

Lyft agrees to comply with the following background check requirements and policies:

- a. Criminal Background Checks. Lyft will run or obtain a criminal background check of each Driver applicant as a requirement for such Driver to provide Driving Services, and will run the criminal background check thereafter on an annual basis for each Driver. The scope of the background check search will be at least seven (7) years where permitted by law, and will include a social security trace, national and county-level searches, and a national sex offender search. Lyft will review all results and will not approve any applicant with a background check that reflects convictions prohibited by applicable local, state, or federal Transportation Network Company (“TNC”) regulations in effect during the term of this Agreement.
- b. Driving Record Check. Lyft will run or obtain a check of each Driver applicant’s driving record as a requirement for such Driver to provide Driving Services. Lyft will review all results and will not approve any applicant with driving record violations prohibited by applicable local, state, or federal TNC regulations in effect during the term of this Agreement.
- c. Zero Tolerance Policy. Lyft will maintain a zero tolerance policy concerning the use of alcohol or controlled substances by Drivers while operating on the Lyft platform. In the event that Lyft receives a zero tolerance complaint regarding a Driver, Lyft shall deactivate such Driver’s Lyft account pending the completion of Lyft’s investigation into the matter. Lyft shall permanently deactivate a Driver’s Lyft account if it determines that the Driver has violated Lyft’s zero tolerance policy.