

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 19-187-R**

AMENDMENT NUMBER 02

This Amendment Number 02 (“Amendment”) is made on February 24, 2022, and amends Agreement Number 19-187-R (“Main Agreement”) between Motivate International, Inc., 185 Berry Street, Suite 5000, San Francisco, California 94107 (formerly 220 36th Street, Suite 3A, Brooklyn NY 11232) (“Contractor”), and the County Board of Arlington County, Virginia (“County”).

Motivate International, Inc. and the County entered into the Main Agreement for Motivate International, Inc. to provide Capital Bikeshare-compatible bicycles and spare parts in compliance with the FHWA Federally Funded Projects requirements.

Lyft Bikes and Scooters, LLC has assumed all of Motivate International, Inc. rights and obligations in the Main Agreement. The work and payment called for under this amendment shall be subject to all terms and conditions of the Main Agreement unless specifically changed by the terms and conditions of an additional amendment.

The County consents to the assignment of the Main Agreement to Lyft Bikes and Scooters, LLC beginning on November 1, 2021 (“Effective Date”).

The Main Agreement is therefore amended as follows:

1. Motivate International, Inc. is in all instances replaced with Lyft Bikes and Scooters, LLC;
2. The term “Contractor” in the Main Agreement means Lyft Bikes and Scooters, LLC;
3. The Notices for Lyft Bikes and Scooters, LLC shall be delivered to:

Lyft Bikes and Scooters, LLC
Dominick Tribone, General Manager
185 Berry Street, Suite 5000
San Francisco, California 94017
Phone: (857) 201-2012
Email: cabi-managers@lyft.com & lbs-legal@lyft.com

The Main Agreement is also amended as follows:

4. Retroactively renew the Contract as authorized by paragraph 3, Contract Term for the First Subsequent Contract Term from November 1, 2021 to October 31, 2022 in accordance with Attachment 2: City of Falls Church, Virginia Contract No. 0626-18-BIKE-B Amendment No. 2 (attached).
5. Add Paragraph 22. COVID-19 Vaccination Policy for Contractors as follows:

22. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings

and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

All other terms and conditions of the Main Agreement remain in full force and effect.

Lyft’s bicycles and ebikes are foreign sourced; however, Lyft maintains these bicycles constitute “manufactured products” subject to the FHWA’s nationwide Buy America waiver, and are therefore eligible for use in FHWA-funded projects. See Buy America Final Rule, 48 Fed. Reg. 53,099 (Nov. 25, 1983). Additionally, although these bicycles contain small amounts of foreign iron and/or steel, constituting 4.45% of each classic bicycle and 4.76% of our ebike, they are not “predominately” iron and/or steel and therefore remain compliant with FHWA’s Buy America policies.

WITNESS these signatures:

The County Board of Arlington County, Virginia

DocuSigned by:
Kaylin Schreiber
2573E5662A3A4DE...

AUTHORIZED SIGNATURE

NAME: Kaylin Schreiber
TITLE: Procurement Officer

DATE: 3/7/2022

Motivate International, Inc.

DocuSigned by:
David Foster
2A1C21B3862A48C...

AUTHORIZED SIGNATURE

By: Lyft Bikes and Scooters, LLC as successor in interest

NAME: David Foster
TITLE: President

DATE: 3/4/2022

Lyft Bikes and Scooters, LLC

DocuSigned by:
David Foster
2A1C21B3862A48C...

AUTHORIZED SIGNATURE:

NAME: David Foster

TITLE: President

DATE: 3/4/2022

BIKESHARE BICYCLES Amendment No. 2

This Contract Amendment No. 2 (“Amendment”) to the Bikeshare Bicycles agreement (Contract No. 0626-18-BIKE-B) dated October 25th, 2018 (“Contract”) by and between **the City of Falls Church** with offices at 300 Park Avenue, Falls Church, Virginia 22046 (“City”) and **Lyft Bikes and Scooters, LLC** (as successor to **Motivate International Inc.**), with offices at 185 Berry Street, Suite 5000, San Francisco, CA 94017 (“Contractor”) is made this 5th day of November 2021.

WHEREAS, the Contractor is currently under contract to provide Bikeshare Bicycles under the Contract; and

NOW THEREFORE, in consideration of mutual benefits, the parties agree to modify the Contract as follows:

1. CHANGE IN CORPORATE STRUCTURE – Motivate International Inc. merged with its parent company, Lyft Bikes and Scooters, LLC. All contractual rights and obligations under this Contract were assumed by Lyft Bikes and Scooters, LLC, effective upon such merger.
2. TERM – The term of the Contract is hereby retroactively renewed for the period November 1, 2021 through October 31, 2022 at existing prices, terms and conditions in accordance with the Contract. This is first of two (2) one-year renewal periods.
3. NOTICES – The following changes are made to Section 14 of the Contract:
 - a. Legal Notices: Lyft Bikes and Scooters, LLC
 - b. Name: Dominick Tribone, General Manager
 - c. Phone: 857.201.2012
 - d. Email: dtribone@lyft.com & lbs-legal@lyft.com

All other pricing, terms and conditions of the Contract shall remain unchanged and in full force and effect.

ACCEPTED AND AGREED by the parties and executed by their duly authorized officials. This Amendment may be executed in any number of counterparts, including facsimile counterparts or electronic PDFs, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF FALLS CHURCH, VIRGINIA

LYFT BIKES AND SCOOTERS, LLC

James R Wise Digitally signed by James R Wise
DN: cn=James R Wise, o=City of Falls
Church, ou=Finance,
email=jwise@fallschurchva.gov, c=US
Date: 2021.11.05 16:25:57 -04'00'

Signature

James R. Wise

Printed Name

Purchasing Agent

Title

11-05-2021

Date

DocuSigned by:

David Foster

Signature

David Foster

Printed Name

President and CEO

Title

11/4/2021

Date