

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR THE PROVISION OF ON-DEMAND TRANSPORTATION SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF AVENTURA CONTRACT AWARDED PURSUANT TO RFP NO. 20-07-23-3; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Pinecrest ("Village") desires on-demand transportation services within the Village (the "Services"); and

WHEREAS, on February 2, 2021, the City of Aventura adopted Resolution No. 2021-10 competitively awarding a contract to BeeFree, LLC d/b/a FreeBee ("Contractor") for the Services pursuant to RFP No. 20-07-23-3 (the "Aventura Contract"); and

WHEREAS, the Village desires to enter into a contract with the Contractor utilizing the terms and conditions of the Aventura Contract; and

WHEREAS, the Village Council desires to authorize the Village Manager to negotiate and execute an Agreement in substantially the form attached hereto as Exhibit "A" with the Contractor utilizing the same or better terms and conditions as the Aventura Contract (the "Agreement"); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. The Village Manager is hereby authorized to negotiate and execute an Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor for the Services utilizing the same or better terms and conditions as the Aventura Contract. The Village Manager is further authorized to execute any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 11th day of July, 2022.

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Joseph M. Corradino, Mayor

Attest:

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Priscilla Torres, CMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

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Mitchell Bierman  
Village Attorney

Consent Agenda

EXHIBIT 'A'

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE VILLAGE OF PINECREST  
AND  
BEEFREE, LLC d/b/a FREEBEE  
FOR  
ON-DEMAND TRANSPORTATION SERVICES**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the **VILLAGE OF PINECREST, FLORIDA**, a Florida municipal corporation, (hereinafter the “Village”), and **BEEFREE, LLC, d/b/a FREEBEE**, a Florida limited liability company (hereinafter, the “Contractor”). Collectively, the Village and Contractor are referred to as the “Parties.”

**WHEREAS**, the Village desires to utilize the Contractor for the provision of On-Demand Transportation Services (the “Services”); and

**WHEREAS**, the City of Aventura, Florida, issued Request for Proposals No. 20-07-23-3 (the “RFP”) for the Services and competitively awarded a contract to the Contractor pursuant to the RFP, which contract is attached hereto as Exhibit “A” (the “Master Contract”); and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the Master Contract in this Agreement, except as otherwise modified or amended herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Master Contract, which is attached as Exhibit “A,” is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Master Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Master Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Master Contract unless otherwise provided in this Agreement. All references to the “City of Aventura” or “City” shall be replaced with the “Village of Pinecrest” or “Village,” where applicable.
4. **Term of the Agreement.**
5. **Exhibit “A” of Master Contract.** Exhibit “A” of the Master Contract is hereby deleted and replaced with the Rates and Services Addendum attached hereto as Exhibit “B” and incorporated herein by this reference.

6. **Exhibit “B” of Master Contract.** Exhibit “B” of the Master Contract is hereby deleted and replaced with the Designated Services Area Map attached hereto as Exhibit “C” and incorporated herein by this reference.
7. **Section 14.3(6) of Master Contract.** Section 14.3(6) of the Master Contract is hereby deleted in its entirety and replaced as follows:

CONTRACTOR’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Priscilla Torres, CMC

**Mailing address:** 12645 Pinecrest Parkway  
Pinecrest, FL 33156

**Telephone number:** 305-234-2121

**Email:** ptorres@pinecrest-fl.gov

8. **Section 14.6 of Master Contract.** Section 14.6 of the Master Contract is hereby deleted in its entirety and replaced as follows:

14.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

For the Village: Yocelyn Galiano  
Village Manager  
Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156

With a copy to: Mitchell Bierman, Esq.

Village Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
2800 Ponce de Leon Blvd., Suite 1200  
Coral Gables, Florida 33134

For The Contractor: Jason Spiegel, Managing Partner  
Beefree, LLC  
2312 N. Miami Avenue  
Miami, Florida 33127

- 9. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors;

**[Remainder of page intentionally left blank. Signature pages follow.]**

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

- \_\_\_\_ Personally known to me; or
- \_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_ Did take an oath; or
- \_\_\_\_ Did not take an oath

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF PINECREST**

**CONTRACTOR**

By: \_\_\_\_\_  
Yocelyn Galiano  
Village Manager

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

Name: \_\_\_\_\_

Attest:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Priscilla Torres, CMC  
Village Clerk

Entity: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**Addresses for Notice:**

Village of Pinecrest  
Attn: Village Manager  
12645 Pinecrest Parkway  
Pinecrest, FL 33156  
305-234-2121 (telephone)  
[ygaliano@pinecrest-fl.gov](mailto:ygaliano@pinecrest-fl.gov) (email)

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Mitchell Bierman, Esq.  
Village of Pinecrest Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
[mbierman@wsh-law.com](mailto:mbierman@wsh-law.com) (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**EXHIBIT "A"**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVENTURA  
AND  
BEEFREE, LLC D/B/A FREEBEE**

**DRAFT**

**CITY OF AVENTURA RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR RFP NO. 20-07-23-3, CITY OF AVENTURA ON-DEMAND TRANSPORTATION SERVICES TO BEEFREE LLC D/B/A FREEBEE IN ACCORDANCE WITH THE RFP DOCUMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED ASSOCIATED CONTRACT; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Aventura, Florida has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted proposals for **RFP NO. 20-07-23-3 CITY OF AVENTURA ON-DEMAND TRANSPORTATION SERVICES**; and

**WHEREAS**, sealed proposals have been submitted to and received by the City pursuant to the City's RFP notice, solicitation, specifications, proposals, and requirements for the services as cited above; and

**WHEREAS**, staff has determined that **BEEFREE LLC d/b/a FREEBEE** has submitted the most responsible and responsive proposal for said services; and

**WHEREAS**, the City Commission, upon the recommendation of the City Manager, is therefore desirous of awarding said RFP/contract to said lowest responsible and responsive proposer.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA:**

**Section 1.** That proposal/contract for **RFP NO. 20-07-23-3, CITY OF AVENTURA ON-DEMAND TRANSPORTATION SERVICES** is hereby awarded to BEEFREE LLC d/b/a FREEBEE, subject to the City obtaining and executing any required Miami-Dade County Interlocal Agreement pertaining to the service.

**Section 2.** That the City Manager is hereby authorized to execute, on behalf of the City, the attached contract by and between the parties embodying the terms, conditions, and specifications as set forth in the subject RFP notice, solicitation, specifications, proposal and requirements.

**Section 3.** That the City Manager is hereby authorized and requested to take all necessary and expedient action to carry out the aims of this Resolution in awarding this RFP/contract, including but not limited to, the execution of any required Interlocal Agreement.

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Shelley, who moved its adoption. The motion was seconded by Commissioner Friedland, and upon being put to a vote, the vote was as follows:

Commissioner Jonathan Evans	<u>Yes</u>
Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Denise Landman	<u>Yes</u>
Commissioner Dr. Linda Marks	<u>Yes</u>
Commissioner Marc Narotsky	<u>Yes</u>
Vice Mayor Robert Shelley	<u>Yes</u>
Mayor Enid Weisman	<u>Yes</u>

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of February, 2021.



ENID WEISMAN, MAYOR

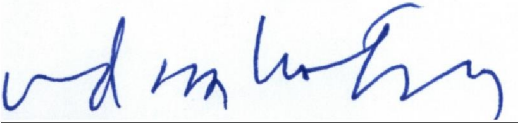


ATTEST:



ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

## AGREEMENT

THIS IS AN AGREEMENT, dated the 2<sup>nd</sup> day of February, 2021, between:

CITY OF AVENTURA  
a Florida municipal corporation, hereinafter "CITY,"

and

BEEFREE, LLC,  
a limited liability company d/b/a FREEBEE, authorized to do  
business in the State of Florida, hereinafter "CONTRACTOR."

### WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

### ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The CITY seeks to have an independent contractor provide on-demand transportation services to residents and visitors within the CITY and as a result, on June 23, 2020 issued RFP # 20-07-23-3 On-Demand Transportation Services.

1.2 On August 6, 2020 CONTRACTOR was one (1) of two (2) firms to submit proposals for consideration of the requested services. The CITY received a proposal from CONTRACTOR to provide a mobile application-based transportation and marketing services to CITY residents and visitors via CONTRACTOR's 100% electric and customized low-speed vehicles known as "Freebees" (the "Services").

1.3 On September 22, 2020, the Evaluation Committee interviewed both firms and ranked CONTRACTOR highest.

1.4 At the October 16, 2020 Commission Workshop, City staff and CONTRACTOR made a presentation to the City Commission and it was the consensus of the Commission for staff to negotiate a twelve (12) month contract (trial period) with CONTRACTOR for future consideration.

1.5 CONTRACTOR has developed a service to provide free local transportation utilizing electric carts ("Freebee") and has implemented the environmentally friendly transit service in several South Florida communities.

1.6 CITY and CONTRACTOR desire to enter into an Agreement for a twelve (12) month trial period for the provision of the Services as set forth herein. The trial period for CONTRACTOR's service will terminate twelve (12) months from the first date of when the on-demand transportation services become available to the CITY's residents and visitors.

1.7 On February 2, 2021, the City Commission of Aventura, adopted Resolution No. 2021-10, thereby accepting the proposal from CONTRACTOR and authorizing the City Manager to execute this Agreement with CONTRACTOR for the proposed on-demand transportation services.

1.8 The City Manager is authorized to execute an Agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as EXHIBIT "A" and as more particularly described herein.

## ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto and specifically made a part of this Agreement as EXHIBIT "A".

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this contract shall be subcontracted, unless CONTRACTOR obtains prior written consent from the CITY. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the CITY for all subcontractors' acts, errors or omissions.

2.5 CONTRACTOR shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether federal, State, County or local and of any agency or such government, which relate to or in any manner affect the performance of this Agreement. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act (ADA), Florida Department of Children and Family State Statutes, and any laws and regulations issued by Local, County, State or Federal agencies.

CONTRACTOR shall be licensed and certified by all appropriate County, State and Local agencies. CONTRACTOR shall procure at its own expense, all necessary licenses and permits. CONTRACTOR shall conform to all applicable laws, regulations or ordinances of the State, County and City. CONTRACTOR shall furnish a copy of all licenses, certificates of competence or other licenser requirements necessary to provide their services

as required by Florida State Statutes.

2.6 CONTRACTOR personnel performing services pursuant to this Agreement must present a neat appearance, and must wear distinct clothing bearing the CONTRACTOR'S name for easy identification. All CONTRACTOR employees must wear a distinctive and neat uniform that is acceptable to the CITY. Any color or color combination may be used for the uniforms. The Department Director or designee may request the removal of any employee not properly uniformed.

2.7 The CONTRACTOR'S employee personnel shall undergo background screening and a drug screening prior to providing Services pursuant to this Agreement. The background screening shall comply with CITY protocols and shall include both criminal and driving record components. The Background Check Process will be conducted by Contractor, at Contractor's sole cost. The Personnel shall not be permitted to perform Services under this Agreement until such time as the Background Check Process has been completed and the Personnel cleared by the CITY to perform duties under this Agreement. If any Personnel is away from the job for a period of 45 or more days, a new Background Check Process shall be performed.

The CONTRACTOR must maintain satisfactory standards of employee competency, conduct, appearance and integrity, and must take such disciplinary action against their employees, as necessary, to the extent permitted by law. Each CONTRACTOR employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the CITY. Being that the CONTRACTOR will be visible at all times to the public during the performance of its duties under this Agreement, the CONTRACTOR should ensure its employees continue to adhere to standards of conduct while on breaks. CONTRACTOR'S employees must not sleep or lay down in public view at any time during the performance of duties. If any of CONTRACTOR'S employees are found sleeping or lying down in public view by CITY staff, or if such activity is reported by the public and verified by the CITY, the CITY may impose a performance penalty of \$250 per occurrence assessed to the CONTRACTOR.

2.8 The CONTRACTOR'S employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol during the performance of such services. Any CONTRACTOR employee under the influence of alcohol or a controlled substance must not be permitted to perform any services under this Agreement. Any CONTRACTOR or CONTRACTOR employee found to be in violation of this requirement will be permanently prohibited from performing any services under this Agreement. Actions taken under this Section must not relieve the CONTRACTOR of the obligation to provide sufficient personnel to perform adequate and timely services as required in this Agreement.

2.9 The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as poor services, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the Public Works/Transportation Department for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Aventura available to the City Manager or his designee for action as required, and the decision of the CITY shall be final and binding.

ARTICLE 3  
PROJECT TIMETABLE

3.1 The CONTRACTOR shall commence work as directed by CITY and in accordance with a project implementation timeline to be provided to CONTRACTOR by the CITY. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in EXHIBIT "A" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, war, fire, theft, epidemic, pandemic, hurricane, tropical storm, inclement weather, earthquake, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4  
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for services rendered in accordance with the Rates and Services Addendum attached hereto as EXHIBIT "A". Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as EXHIBIT "A". A total contract price hereto is referred to as Contract Sum and shall not exceed **Three Hundred Twenty-Two Thousand Nine Hundred Fifty-Three Dollars and 80 cents (\$322,953.80)**.

4.2 The CITY will make payments to CONTRACTOR for completed and proper services rendered and in the amounts stated in EXHIBIT "A".

4.3 CONTRACTOR is prohibited from placing a lien on the CITY's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and labors.

ARTICLE 5  
CONTRACTOR'S INSURANCE

5.1 The CONTRACTOR shall purchase and maintain, in full force and effect for the life of the Agreement, at CONTRACTOR'S sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with this Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the CONTRACTOR. Minimum limits for bodily/property damage liability shall be one million dollars (\$1,000,000.00) per occurrence.
2. A comprehensive general liability policy with minimum coverage limits of three million dollars (\$3,000,000.00) for bodily injury and property damage per occurrence.

3. A workers' compensation and employer's liability policy which covers all of the CONTRACTOR'S employees to be engaged in work on this contract as specified by and in accordance with F.S.S. 440.

The City of Aventura shall be named as additional insured on policies listed as 1–2 of the CONTRACTOR'S above required policies of insurance except for the Workers' Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

Copies of all policies or certificates of such insurance shall be delivered to the CITY, and said documentation shall provide for the CITY to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The CONTRACTOR shall also, upon request by the CITY, provide copies of all official receipts and endorsements as verification of CONTRACTOR'S timely payment of each insurance policy premium as required by this Agreement.

#### ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and all properties served from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

#### ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless and defend the CITY and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the CITY or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from any willful misconduct, reckless act, or negligent act or omission by the CONTRACTOR and/or its officers, employees, agents or independent contractors in the provision of services hereunder. The CONTRACTOR shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. For any matters in which CONTRACTOR is obligated to pay for the CITY's legal defense hereunder, CONTRACTOR shall be permitted to retain counsel of its choosing for both CONTRACTOR and the CITY, provided that such legal counsel is reasonably acceptable to the CITY, which consent shall not be unreasonably withheld. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility of CONTRACTOR to indemnify, keep and save harmless and defend the CITY and its officers, employees, agents or instrumentalities as herein pro-

vided. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 8  
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9  
RESERVED

ARTICLE 10  
RESERVED

ARTICLE 11  
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

11.1 The CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in ARTICLE 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, mutually executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. It is recognized that if the CITY decides to add additional vehicle(s), which would operate during the same service days and times under the initial scope to those initially provided, that the monthly cost shall be increased proportionally as computed by the CITY'S Finance Director, and mutually agreed upon by both parties. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT  
ESTIMATED PROJECT COMPLETION DATE

11.2 In no event will the CONTRACTOR be compensated for any additional work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 12  
TERM AND TERMINATION

12.1 The initial Agreement shall be for a trial period of Twelve (12) months in a limited area of the CITY, and shall take effect as set forth in the Rate and Services Addendum, set forth in EXHIBIT "A" hereto. If the service is successful, the CITY may wish to expand these services to other parts of the CITY, and subject to approval by the City Manager and CONTRACTOR, the CITY and CONTRACTOR may by mutual agreement, agree to extend the Agreement for two (2) additional (1) one-year periods, at the same or substantially similar terms, conditions and specifications.

In the event services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), it shall be incumbent upon the CONTRACTOR to continue the service, if requested by the CITY, until new services can be completely operational, provided that the CITY compensates CONTRACTOR for such continued service at the same monthly rate as provided hereunder. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing Agreement.

12.2 Either the CITY or CONTRACTOR may terminate this Agreement any time and for any reason upon giving thirty (30) days' notice to the other party.

1. If this Agreement should be terminated for convenience as provided herein, the CITY will be relieved of all obligations under this Agreement. The CITY will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.
2. This Agreement may also be terminated by the City Manager, or designee upon such notice as the City Manager, or designee deems appropriate under the circumstances in the event the City Manager or designee determines that termination is necessary to protect the public health, safety or welfare.

12.3 In case of default by the CONTRACTOR, the CITY may cancel the Agreement, procure the services from other sources and hold the CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

ARTICLE 13  
CONTRACT DOCUMENTS

13.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's Rates and Services Addendum for transportation services to residents and visitors within the CITY as set forth in and made a part of this Agreement as EXHIBIT "A"; and all other exhibits thereto.

ARTICLE 14  
MISCELLANEOUS

14.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

14.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY, which shall not be unreasonably withheld. For purposes of this Agreement, any change of majority ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. In the event that the majority ownership or control of the CONTRACTOR changes hands, CONTRACTOR shall promptly notify CITY in writing pursuant to the Notice Section herein of such change in ownership or control at least 30 days prior to such change, and CITY shall have the right to terminate this Agreement upon 30 days written notice, at CITY'S sole discretion. However, this Agreement shall run to the CITY and its successors and assigns.

14.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY upon reasonable notice to CONTRACTOR, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

**PUBLIC RECORDS**

1. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.

2. Upon request from the CITY custodian of public records, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created exclusively in connection with this Agreement are and shall remain the property of the CITY.

4. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

5. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

6. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:  
Mailing address:**

**City Clerk's Office  
19200 W. Country Club Drive  
Aventura, FL 33180  
(305) 466-8901  
[horvathe@cityofaventura.com](mailto:horvathe@cityofaventura.com)**

**Telephone number:  
Email:**

14.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY, except to the extent that such items constitute CONTRACTOR'S trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR.

14.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For

the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

City: Mr. Ronald J. Wasson  
City Manager  
City of Aventura  
19200 W. Country Club Drive  
Aventura, FL 33180

Copy To: Mr. David M. Wolpin  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Blvd., Suite 1900  
Ft. Lauderdale, FL 33301

Contractor: Mr. Jason Spiegel  
Managing Partner  
Beefree, LLC d/b/a Freebee  
2312 N. Miami Avenue  
Miami, FL 33127

14.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that they have full legal power to execute this Agreement on behalf of the party for whom they are signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury in any litigation between the parties which, in any way, arises out of or concerns this Agreement or the course of dealing between the parties.

14.12 Venue. Any litigation arising out of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

14.13 Attorney's Fees. In the event of a dispute or litigation brought to enforce the terms this Agreement, each party shall be solely responsible for its own attorneys' fees and costs.

14.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.15 Waiver. Failure of the CITY or CONTRACTOR to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right but the same shall remain in full force and effect.

14.16 Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars (\$1,000,000.00), the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the

above-stated contracting prohibitions then they shall become inoperative.

14.17 Discriminatory Practices. The CONTRACTOR shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The CONTRACTOR will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, or the Federal Government.

Anti-BDS Clause: By responding to the, RFP, CONTRACTOR certifies and agrees that it is not currently engaged in, nor will it engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

ARTICLE 15  
DISPUTES

15.1 If any dispute concerning a question of fact arises under this Agreement, other than termination for default or convenience, the CONTRACTOR and the CITY's Administration shall make a good faith effort to resolve the dispute.

ARTICLE 16  
RESERVED

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The CITY, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its \_\_\_\_\_, duly authorized officer to execute same.

**CITY**

CITY OF AVENTURA, FLORIDA

By: \_\_\_\_\_  
Ronald J. Wasson, City Manager

AUTHENTICATION:

\_\_\_\_\_  
Ellisa L. Horvath, MMC  
City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF CITY OF AVENTURA, FLORIDA, ONLY

\_\_\_\_\_  
David M. Wolpin, City Attorney

**CONTRACTOR**

BEEFREE, LLC d/b/a FREEBEE

WITNESSES:

\_\_\_\_\_

By: [Signature]  
Jason Spiegel on behalf of BEEFREE, LLC d/b/a FREEBEE

ATTEST:

[Signature]  
SECRETARY

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

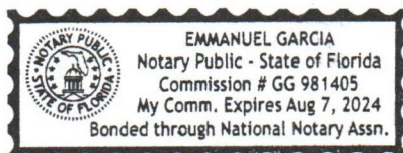
Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 26 day of Feb, 2021, by Jason Spiegel.  
(Name of person making statement)

Personally known to me  or has produced Identification , type of identification produced w/A.

(NOTARY SEAL HERE)

[Signature]  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY



## EXHIBIT "A"

### BEEFREE, LLC d/b/a FREEBEE "RATES AND SERVICES ADDENDUM"

*(Rates and Services Addendum for "Freebee" Transportation Services)*

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF AVENTURA ("CITY"), made and entered into on \_\_\_\_\_ 2021 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the CITY as set forth in Section 2 below but no later than on a date mutually agreed upon, and shall remain in full force and effect for twelve (12) months from the commencement date (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.
2. **Services.** This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates"):
  - a) FREEBEE will provide two (2) "Freebee" vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. Both Vehicles dedicated to CITY will be wheelchair accessible, and FREEBEE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. FREEBEE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
  - b) FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY's operating hours (weather and conditions permitting) as reflected in Section 5 herein, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, one (1) vehicle will be in operation and FREEBEE will try to limit this to downtime in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, both wheelchair-accessible vehicles will be available to accommodate passengers, upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
  - c) Prior to the beginning of the Term, FREEBEE will deliver to CITY at least one (1) fast charger for charging the Vehicles. The fast charger will remain property of FREEBEE but will remain in the CITY for purposes of charging the Vehicle throughout the Term. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger. FREEBEE shall be solely responsible for all electricity fees, costs and expenses.
  - d) Prior to the beginning of the Term, FREEBEE will add CITY as an additional insured on FREEBEE's automobile insurance policy of at least one million dollars (\$1,000,000.00), and on FREEBEE's general liability policy of at least three million dollars (\$3,000,000.00). CITY will remain as an additional

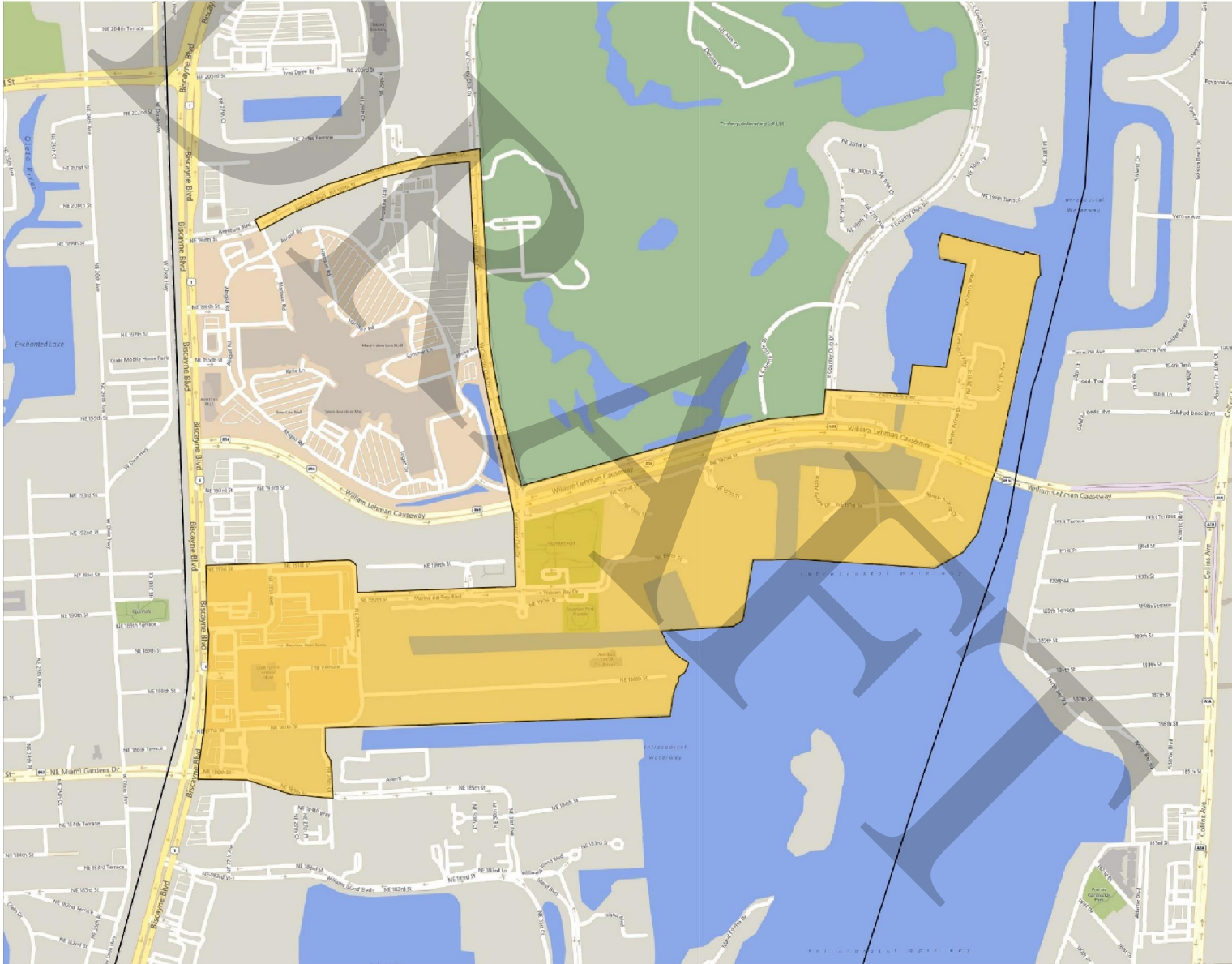
insured on said policies throughout the Term. FREEBEE must also otherwise comply with the insurance requirements as set forth in the Agreement.

- e) FREEBEE will assist CITY in developing a marketing plan to encourage ridership on the Vehicles during the Term.
  - f) Beginning with the second month of the Term and continuing for each month of the Term thereafter, FREEBEE will provide CITY with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). FREEBEE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
  - g) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.
  - h) FREEBEE shall utilize its best efforts to assist CITY with the related Miami-Dade County Interlocal Agreement and with all related County requirements.
3. **Rates.** As consideration for the Services listed above, CITY shall pay FREEBEE at the following Rates:
- a) The total payment for the Services to be provided under this Addendum shall not exceed **Three Hundred Twenty Two Thousand Nine Hundred Fifty-Three Dollars and 80 cents (\$322,953.80)**, with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
  - b) The breakdown for the Services charge is as follows:
    - i. Two (2) XL Vehicles
    - ii. Service: Monday through Sunday 7:00 am – 11:00 pm.
    - iii. Ninety-Eight (98) Hours of labor per vehicle weekly (weather and conditions permitting)
    - iv. Cost: **\$322,953.80 Annually**
4. **Payment Terms.** CITY agrees to pay the Rates in monthly installments, as follows:
- a) Twelve (12) payments of approximately \$26,912.82 per month, payable on or before the 15<sup>th</sup> of each month, beginning upon delivery and deployment of the vehicles as set forth in Section 2 above.
5. **Additional Terms.**
- a) CITY's operating hours, as contemplated in Section 2.b. above, shall be as follows: Monday through Sunday 7:00 am – 11:00 pm. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
  - b) CITY shall be responsible for installation and maintenance of the fast charger(s) and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
  - c) FREEBEE will operate the Vehicles in CITY'S designated service area map as delineated in EXHIBIT "B" (Subject to Revision as Necessary).
  - d) Should local law allow for FREEBEE to sell advertising space on the Vehicles at any time during the Term, and provided FREEBEE is able to sell such advertising space, FREEBEE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to CITY's approval prior to placement on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and CITY, with each entitled to

50% of advertising revenue that is generated and actually received by FREEBEE beyond the \$24,000 annual amount per Vehicle which FREEBEE has already credited to CITY in accordance with its proposal. CITY shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that FREEBEE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and CITY expressly acknowledges that no such guarantee has been made by FREEBEE.

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**EXHIBIT "B"**  
**DESIGNATED SERVICE AREA MAP**  
**(Subject to Revision as Necessary)**



## EXHIBIT "B"

### EXHIBIT "A"

BEEFREE, LLC d/b/a FREEBEE

#### "RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and the VILLAGE OF PINECREST, FLORIDA ("VILLAGE"), made and entered into on \_\_\_\_\_ 2022 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and VILLAGE (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

- (1) Term. The term of the Services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the VILLAGE as set forth in Article 12 of the Agreement.
- (2) Services. This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to VILLAGE at the rates specified herein (the "Rates"):
  - (a) FREEBEE will provide three (3) new mid-size Tesla vehicles dedicated to VILLAGE (the "Vehicles") for the duration of the Term. FREEBEE will use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. FREEBEE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
  - (b) FREEBEE will operate the Vehicles within the VILLAGE's designated service area at all times during VILLAGE's operating hours (weather and conditions permitting) as reflected in Section 5 herein and Exhibit "B" to the Agreement, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, one (1) vehicle will be in operation and FREEBEE will try to limit this to downtime in service. FREEBEE agrees that, to the extent feasible, at all times during VILLAGE's operating hours, both wheelchair-accessible vehicles will be available to accommodate passengers, upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
  - (c) Prior to the beginning of the Term, FREEBEE will deliver to VILLAGE at least one (1) fast charger for charging the Vehicles. The fast charger will remain property of FREEBEE but will remain in the VILLAGE for purposes of charging the Vehicle throughout the Term. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger. FREEBEE shall be solely responsible for all electric Village fees, costs and expenses.
  - (d) FREEBEE will assist VILLAGE in developing a marketing plan to encourage ridership on the Vehicles during the Term.

## EXHIBIT "B"

- (e) FREEBEE shall assist the Village in obtaining monthly reports showing data and analytics related to ridership in the Vehicles as follows:
1. FREEBEE shall collect or assure the collection of the following information (based on anonymized data):
    - a. Number of completed rides
    - b. Average journey time
    - c. Average distance per ride
    - d. Average utilization (passengers per vehicle hour)
    - e. Ridership (average weekday, Saturday and Sunday)
    - f. Vehicle miles driven
    - g. Vehicle hours driven
    - h. No show rate
    - i. Cancellation rate
    - j. Average wait time
    - k. Average percentage of on-time pick up requests
    - l. Average percentage of requested rides completed
    - m. Top pick-up and drop-off locations
    - n. Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides
    - o. Percentage of bookings shared

Reports shall be submitted to the VILLAGE and the Miami-Dade County Office of Management and Budget – c/o Management Planning and Performance Analysis on a monthly basis. Additionally, FREEBEE shall comply with Federal, State, and C.I.T.T. reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in aggregated format, including trends noticed. Monthly reports shall be submitted to the VILLAGE and Miami-Dade County no later than the 15<sup>th</sup> day of the following month.

FREEBEE shall meet or exceed the Miami-Dade County Department of Transportation and Public Work's adopted service standards for On-demand transportation services.

2. FREEBEE agrees to provide to the VILLAGE and Miami-Dade County the real-time On-demand service route information in a format approved by the Miami-Dade County Department of Transportation and Public Works, or its successor department, such as provided by a Global Positioning System (GPS), and which is compatible with, and may be integrated into, the Miami-Dade County smartphone transit tracker application and common third-party applications.

## EXHIBIT "B"

- (f) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the VILLAGE within one (1) business day.
  - (g) FREEBEE shall utilize its best efforts to assist VILLAGE with the related Miami-Dade County Interlocal Agreement and with all related County requirements.
- (3) Rates. As consideration for the Services listed above, VILLAGE shall pay FREEBEE at the following Rates:
- (a) The total payment for the Services to be provided under this Addendum shall not exceed \$288,661.56 with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
  - (b) The breakdown for the Services charge is as follows:
    - i. Three (3) Tesla Model X Vehicles
    - ii. Service: Monday through Friday, 7:00 a.m. through 7:00 p.m.; Saturdays 10:00 a.m. through 10:00 p.m.
    - iii. Sixty-Four (64) hours of labor per Tesla Model X Vehicles (weather and conditions permitting)
    - iv. Cost: \$288,661.56 Annually
- (4) Payment Terms. VILLAGE agrees to pay the Rates in monthly installments, as follows:
- (a) Twelve (12) payments of approximately \$24,055.13 per month, payable on or before the 15<sup>th</sup> of each month, beginning upon delivery and deployment of the vehicles as set forth in Section 2 above.
- (5) Additional Terms.
- (a) VILLAGE's operating hours, as contemplated in Section 2b. above, shall be as follows: Monday through Sunday 7:00 am — 1 1:00 pm. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
  - (b) FREEBEE shall be responsible for installation and maintenance of the fast charger(s) and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
  - (c) FREEBEE will operate the Vehicles in VILLAGE'S designated service area map as delineated in EXHIBIT "B" (Subject to Revision as Necessary). Notwithstanding the foregoing, no individual on-demand trip shall exceed five (5) miles in length.
  - (d) Subject to the provisions of the Interlocal Agreement between the Village and Miami-Dade County and any other local or state laws, if FREEBEE elects sell advertising space on the Tesla Model X Vehicles at any time during the Term, and provided FREEBEE is able to sell such advertising space, FREEBEE may enter into separate agreements with advertisers for the placement of advertising on the Tesla Model X Vehicles. All advertising shall be subject to VILLAGE's approval in writing prior to placement on the Tesla Model X Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and VILLAGE, with each entitled to

**EXHIBIT "B"**

50% of advertising revenue that is generated and actually received by FREEBEE. VILLAGE shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that FREEBEE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and VILLAGE expressly acknowledges that no such guarantee has been made by FREEBEE.

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**EXHIBIT "C"**

**[INSERT VILLAGE DESIGNATED SERVICE AREA MAP]**

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