

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

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR THE CONTINUED PROVISION OF ON-DEMAND SERVICES IN THE VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village and Beefree, LLC d/b/a Freebee (the "Contractor") entered into an Agreement dated January 11, 2019 (the "Agreement"), for the operation of a mobile-based, on-demand transportation service for the Village (the "Services"); and

WHEREAS, the term of the Agreement covered the period beginning on the effective date, January 11, 2019, through January 11, 2022; and

WHEREAS, the Village and the Contractor desire to retroactively extend the term of the Agreement through May, 1 2022, and thereafter, upon the mutual consent of the parties, on a month-to-month basis; and

WHEREAS, the Village and the Contractor desire to further substitute the current two (2) "Freebee" E6 Electric Vehicles provided as part of the Services for three (3) new mid-size Tesla vehicles at no additional cost to the Village; and

WHEREAS, pursuant to Section 29-124(h)(ii) of the Miami-Dade County Code of Ordinances, on-demand service trips may not exceed more than five (5) miles in length, and as such, the Village and the Contractor desire to clarify that this restriction controls the provision of the Services; and

WHEREAS, the Village desires to enter into a First Amendment to the Agreement, in substantially the form attached hereto as Exhibit "A," for the continued operation of the Services by the Contractor (the "First Amendment"); 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. Approval. That the Village Council hereby approves the First Amendment to the Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Village Manager is hereby authorized to execute the First Amendment to the Agreement, in substantially the form attached hereto as Exhibit "A." 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 First Amendment to the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Joseph M. Corradino, Mayor

Attest:

---

Priscilla Torres, CMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

---

Mitchell Bierman  
Village Attorney

CONSENT AGENDA

**Exhibit "A"**

**FIRST AMENDMENT TO AGREEMENT**

**VILLAGE OF PINECREST**

**AND**

**BEEFREE, LLC D/B/A FREEBEE**

**THIS FIRST AMENDMENT TO AGREEMENT** (this "First Amendment ") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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").

**WHEREAS**, the Village and the Contractor entered into that certain Agreement dated January 11, 2019 (the "Agreement"), for the operation of a mobile-based, on-demand transportation service for the Village (the "Services"); and

**WHEREAS**, the term of the Agreement covered the period beginning on the effective date, January 11, 2019, through January 11, 2022; and

**WHEREAS**, the Village and the Contractor desire to retroactively extend the term of the Agreement through May, 1 2022, and thereafter, upon the mutual consent of the parties, on a month-to-month basis; and

**WHEREAS**, the Village and the Contractor desire to substitute the current two (2) "Freebee" E6 Electric Vehicles for three (3) new mid-size Tesla vehicles at no additional cost to the Village; and

**WHEREAS**, pursuant to Section 29-124(h)(ii) of the Miami-Dade County Code of Ordinances, on-demand service trips may not exceed more than five (5) miles in length, and as such, the Village and the Contractor desire to clarify that this restriction controls the provision of the Services.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows: <sup>1</sup>

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Scope of Services.** Section 1 of the Agreement, "Scope of Services," is hereby amended as follows:

---

<sup>1</sup> Words ~~stricken through~~ shall be deleted. Words underscored constitute the amendment. Remaining provisions are now in effect and remain unchanged.

1.2. Contractor will provide the Services utilizing three (3) new mid-size Tesla vehicles two (2) “Freebee” E6 electric vehicles in accordance with Exhibit “A” with full doors and windows (the “Vehicles”) dedicated to the Village for the duration of the agreement. -

1.3. Contractor will operate the Vehicles in the Village’s designated service area as set forth in the map attached hereto as Exhibit “B”. Notwithstanding the foregoing, on-demand trips must not exceed 5 miles in length.

3. **Term.** Section 2 of the Agreement is hereby amended to retroactively extend the Term of the Agreement through May 1, 2022. The Agreement may be further extended on a month-to-month basis upon the mutual consent of the Parties on the same terms and conditions as provided in the Agreement, as amended.

4. **E-Verify Affidavit.** The Agreement is hereby amended to create Section 26, “E-Verify Affidavit,” as follows:

26.1. 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; and has executed the required affidavit attached hereto and incorporated herein.

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement and any prior amendments, the terms and provisions of this First Amendment shall control.

6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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: \_\_\_\_\_

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

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

\_\_\_\_\_  
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 \_\_\_\_\_, 2022, 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

