

**AGREEMENT FOR TRANSPORTATION SERVICES
(POINT TO POINT)**

THIS AGREEMENT is made this 25 day of June, 2019, by and between the Delray Beach Community Redevelopment Agency, a Florida municipal corporation (hereinafter referred to as "CRA"), whose address is 20 North Swinton Avenue, Delray Beach, FL 33444, and Beefree, LLC d/b/a Freebee a Florida limited liability company a Florida corporation (hereinafter referred to as "CONTRACTOR"), authorized to do business in Florida, whose address is 2312 N Miami Ave, Miami, FL 33127.

WHEREAS, the CRA issued a Request for Proposals ("RFP") for Point to Point Transportation Services on January 28, 2019; and

WHEREAS, Beefree LLC d/b/a Freebee, submitted its response to the CRA's RFP for Point to Point Transportation Services; and

WHEREAS, on May 14, 2019, the CRA Board directed CRA staff to start negotiations with Beefree LLC d/b/a Freebee; and

WHEREAS, the CRA and CONTRACTOR desire to enter into this Agreement to provide for the terms and conditions for the CONTRACTOR to provide Point to Point Transportation Services (the "Services") consistent with the CONTRACTOR's response to the RFP Proposal; and

WHEREAS, the CRA finds that this Agreement serves a municipal and public purpose, is consistent with the CRA's Redevelopment Plan, and conforms with the requirements of Florida law.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals.

1.1 The above recitals are true and correct and are incorporated herein by reference.

2. Scope of Services.

2.1 The CONTRACTOR shall provide Services to the CRA, in accordance with and pursuant to CONTRACTOR's Proposal, and the terms and conditions of this Agreement. The Services may be adjusted based upon the needs of the users, and may be adjusted by mutual agreement of the CRA and CONTRACTOR and their execution of a written amendment to this Agreement. Notwithstanding the foregoing, to the extent that the terms and conditions of this Agreement conflict with the terms and conditions

of this Agreement shall control.

2.2 CONTRACTOR shall provide a year-round point to point transportation program that will provide the City of Delray Beach residents, visitors, and business employees (“Riders”) with convenient and efficient transportation options. The Service should be hospitality oriented, and may include supplementary service during special events requiring vehicles, personnel, and resources.

2.2 Point to Point Transportation Services. CONTRACTOR will be responsible for providing the Services within the boundaries of the Service Area as shown in the map in **Exhibit “A”**, which is attached hereto and incorporated herein by reference.

2.3 The goals of the Services to be provided by CONTRACTOR are to do the following:

- A. Operate a demand-response system throughout the boundaries of the Service Area indicated in **Exhibit “A”**. All rides shall either commence or terminate within the boundaries of the Core Service Area, attached hereto as **Exhibit “A”**. The demand-response system boundaries served by CONTRACTOR may be changed upon the execution of a written amendment to the Agreement executed by the CONTRACTOR and the CRA’s Executive Director, or their authorized representatives.
- B. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors, more specifically described in Section 2.5.
- C. Feature a mobile application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup.
- D. Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
- E. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- F. Reduce Downtown traffic and vehicle emissions.

2.4 CONTRACTOR shall utilize no less than five (5) GEM E6 vehicles, and at least one (1) wheelchair-accessible GEM vehicle, for a total of no less than six (6) vehicles in CONTRACTOR’s fleet of vehicles (the “Vehicles”) to provide Services pursuant to this Agreement. All Vehicles will meet the Federal Motor Vehicle Safety Standards. CONTRACTOR shall also supply charging equipment for the Vehicles for the duration of this Agreement. The Vehicles used throughout the Term of this Agreement must be consistent and identifiable with the appropriate program signage.

2.5 The CONTRACTOR agrees to meet the following performance criteria for the Services to be provided pursuant to this Agreement:

Service:

- A. The CONTRACTOR shall provide the Services to the Riders by providing on-demand rides to work, for shopping, restaurant, events, nightlife access and for various appointments serving the Core Service Area which is attached hereto as **Exhibit "A"**.
- B. Service will be provided Monday through Wednesday from 11:00 A.M. until 9:00 P.M., Thursday through Saturday from 11:00 A.M. until 11:00 P.M., and Sunday 11:00 A.M. until 9:00 P.M. Any changes in the service hours shall be in writing and mutually agreed upon in writing executed by the CRA and the CONTRACTOR.
- C. CONTRACTOR shall comply with the driver schedule, which is attached hereto as **Exhibit "B"**, in order to insure there is a minimum number of vehicles operating within the Service Area. Vehicles shall have a minimum capacity of five (5) standard passengers, and at least one (1) vehicle shall have the ability to adjust capacity to provide for one (1) wheelchair passenger.
- D. All trips must begin and end within the Core Service Area as shown on the Service Area Map, which is attached hereto as **Exhibit "A"**. Any changes in the Service Area Map, including the Core Service Area, shall be in writing and mutually agreed upon in writing executed by the CRA and the CONTRACTOR.
- E. CONTRACTOR and CRA shall meet at least annually to review the services provided, the Service Area, and the Core Service Area, and determine if any adjustments are necessary. Any agreed upon adjustments shall be reduced to a written amendment to this Agreement, to be executed by both parties.
- F. The service shall be free to users. Absolutely no tipping will be allowed.
- G. CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle, or other vehicles or persons.
- H. CONTRACTOR is permitted to establish reasonable restrictions on the provision of services to non-service animals.
- I. CONTRACTOR shall be prepared to adjust fleet to adhere to changing demands, such as during special events, as more particularly defined in Section 3.4 of the Agreement.
- J. CONTRACTOR will communicate any problems or requests to the CRA through the Project Manager or designee.
- K. CONTRACTOR will have the right to suspend operation of the vehicles without penalty in the case of severe weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to providing written notification to the CRA.

Drivers:

- L. CONTRACTOR agrees that their drivers shall serve as ambassadors for the City of Delray Beach and the CRA, and shall present themselves in a friendly, personable, and customer-service oriented manner at all times.
- M. CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions.
- N. Drivers must be comfortable speaking knowledgeably about the City of Delray Beach as a visitor destination. Preference shall be given to hire drivers who reside in the City of Delray Beach. Ability to converse in other languages (French and Spanish) would be helpful.

Vehicles:

- O. CONTRACTOR's vehicles shall be properly licensed and authorized to legally operate on the public streets and rights-of-way in the State of Florida.
- P. Vehicles shall be equipped with equipment/hardware to collect ridership data and with GPS units for vehicle location.
- Q. Vehicles shall be aesthetically suitable for a neighborhood shuttle.
- R. CONTRACTOR shall be responsible for the cleanliness interior and the exterior of the vehicles. Vehicles shall be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CRA.
- S. CONTRACTOR must ensure that at least one vehicle in use, at all times, is wheelchair-accessible.
- T. Vehicle storage, maintenance, and charging must be performed by the CONTRACTOR.
- U. CONTRACTOR shall be responsible for the cleanliness of the interior and the exterior of the Vehicles.

Technology/App:

- V. After a ride is requested, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- W. CONTRACTOR shall offer a mobile application ("App") that is available to individuals on their Android and iPhone electronic devices. The App will allow an individual to do the following with their Android and iPhone devices:
 - a. View location of vehicles, stops, and estimated times of arrival ("ETA") in real-time.
 - b. App shall be at no cost to the user.

- c. App shall allow users to provide feedback and rate drivers.
- d. Allow an individual to request a pickup and be given an estimated wait time based upon driver and vehicle availability.

CONTRACTOR shall maintain updates to the App, provide App maintenance, and App issue solving at no cost to the CRA. The CRA shall be able to track Rider and usage data. The App will allow CONTRACTOR's drivers to enable real-time tracking and passenger counting. CONTRACTOR shall fully retain all rights and ownership in its App.

- X. When drivers use the App to respond to Riders' ride requests, the driver app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- Y. CONTRACTOR shall provide a toll-free telephone number that may be used by Riders to access service information.

2.6 Customer service is one of the CRA's key factors of the Services to be provided by CONTRACTOR. CONTRACTOR will be responsible for addressing all complaints in a courteous and timely manner and provide reports to CRA staff as needed.

2.7 CONTRACTOR will provide services using its own vehicles. Creative, tourist-oriented and colorful designs of the vehicles are encouraged. CRA staff will work with the CONTRACTOR on the final design, which shall be subject to the CRA's consent, and such consent shall not be unreasonably withheld. CONTRACTOR will be responsible for all costs associated with the design of the vehicles.

2.8 CONTRACTOR shall replace any vehicle at its sole expense when the vehicle cannot be maintained in good working order, in accordance with applicable laws, and regulations, or the vehicles are no longer able to be maintained in accordance with the requirements of this Agreement. CONTRACTOR shall use its best efforts to restore non-operational vehicles within 10 business days from the date of any incident requiring the vehicle to be removed from operation. CONTRACTOR shall provide verbal and written notice to the CRA of any delay in restoring a non-operational vehicle that extends beyond 10 business days from the date of malfunction. If the CRA determines that any such delay is due to CONTRACTOR's lack of diligence, the CRA will have the right to pursue any remedy provided for in this Agreement or at law or equity.

2.9 If CONTRACTOR and the CRA agree on modifications or revisions to the service elements, after the CRA has approved performance of a particular task or project, and a budget has been established for that task or project, the CONTRACTOR shall submit a revised budget to the CRA for approval prior to proceeding with the task or project.

2.10 Reporting. CONTRACTOR shall provide CRA with, monthly, quarterly, and yearly level of service reports. Upon request by the CRA, CONTRACTOR shall

provide the CRA with weekly level of service reports. These reports shall include the following:

- A. Number of Riders on a daily, weekly, and monthly basis;
- B. Number of vehicles not in operation on a daily, weekly, and monthly basis, including a description of the malfunction or reason for the inoperable vehicle, and the length of time to place the vehicle back in service;
- C. Average wait time from request through the mobile app until arrival by the vehicle on a daily, weekly, and monthly basis;
- D. Average trip duration on a daily, weekly, and monthly basis;
- E. Number of passenger complaints received, and resolution of complaints on a daily, weekly, and monthly basis.

In the event CONTRACTOR does not provide the required report, the CRA reserves the to withhold payment until the required report is received. To the extent the CRA requires additional information related to the above reporting elements, the CONTRACTOR shall provide the information to the CRA.

3. Contract Price.

3.1 During the first year of the Agreement, the CRA hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, and for work as directed by CRA an amount not to exceed of Four Hundred One Thousand Five Hundred and Sixty and 00/100 Dollars (\$401,560.00). The Contract Price is all-inclusive for the work being performed by CONTRACTOR, and the CRA shall not be responsible for the payment of any additional fees, unless the parties enter into a written amendment to this Agreement which is approved by the CRA Board of Commissioners, and executed by both parties. The CRA will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

3.2 Payment Terms.

- A. The Contract Price to be paid to CONTRACTOR by the CRA shall be divided into twelve payments of \$33,463.33 per month, subject to any additional credits for advertising revenue that may be applied for the benefit of the CRA as set forth more fully herein in Section 3.7.
- B. Any additional charges for services performed for the CRA by CONTRACTOR outside of the scope of Services to be provided hereunder, which may be mutually agreed upon by the parties from time to time and billed on an hourly basis in accordance with Section 3.4 below, will be provided in a separate invoice to the CRA and paid by the CRA to CONTRACTOR on a monthly basis.

3.3 Invoices.

- A. **Contract Price.** For payment purposes, CONTRACTOR will invoice the CRA on a monthly basis for the Services provided pursuant to this Agreement. The first invoice will be sent to the CRA on or before August 15, 2019. CONTRACTOR shall submit invoice to the CRA no later than the 15th day of the month. CRA may withhold payment until a final determination is made that all Services have been or are being performed pursuant to this Agreement. Notwithstanding the foregoing, in no event shall CRA withhold payment that is more than fifteen (15) days past due unless it has provided CONTRACTOR with written notice of a material breach of this Agreement for which payment is being withheld, with an opportunity to cure as more fully set forth herein in Section 11.
- B. **Charges for Additional Services.** For additional charges incurred by CRA in connection with services performed for the CRA by CONTRACTOR outside of the scope of Services to be provided hereunder, as set forth in Section 3.4 below, CONTRACTOR shall submit an invoice to the CRA no later than the 15th day of the month in which such services are performed.
- C. The invoices submitted by CONTRACTOR shall contain the following basic information: the CONTRACTOR's name and address, invoice number, date of invoice, a description of the service performed, and any credits to the CRA for advertising revenue due to the CRA pursuant to Section 3.7.

3.4 **Hourly Rate.** For services to be provided outside of the Services agreed upon by the parties under this Agreement, but utilizing the six (6) contracted fleet vehicles, the CRA agrees to pay the CONTRACTOR an hourly rate of Twenty-Four Dollars and Ninety-One cents (\$24.91) per hour, per vehicle, for the services provided. Any services provided by the CONTRACTOR outside of the Services agreed upon by the parties under this Agreement shall require the prior written consent of CONTRACTOR and the CRA's Executive Director, or their authorized representatives. If CRA requests that Contractor provide additional services which require the provision and use of additional vehicles outside of the six (6) contracted fleet vehicles, the use of additional vehicles will be at the CRA's cost, and a different hourly rate may apply. Upon request from the CRA, the cost for any additional vehicles shall be provided by CONTRACTOR to the CRA. The CRA shall only be obligated to pay the cost for the use of additional vehicles, and CONTRACTOR shall only be obligated to supply the additional vehicles, upon the execution of a written authorization executed by the CONTRACTOR and the CRA's Executive Director, or their authorized representatives.

3.5 **Prompt Payment.** The CRA prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH

(direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by CONTRACTOR.

3.6 The Schedule of Penalties the CRA will assess against the CONTRACTOR as a consequence of the CONTRACTOR's failure to conform to the customer service requirements as outlined in the Agreement are as follows:

- A. Failure to provide backup service within one hour in the event that one or more vehicles are out of service shall result in a penalty of \$24.91.
- B. Failure to maintain vehicle exterior and interior cleanliness and aesthetics following a written warning to CONTRACTOR from the CRA with a twenty-four (24) hour opportunity to cure, shall result in a penalty of \$100.00 per occurrence.
- C. Failure to notify the CRA regarding any changes in schedule shall result in a penalty of \$100.00 per occurrence.

Penalty charges incurred in any given month will be deducted from the payment for that month.

3.7 Revenue Sharing/Advertisement Sales Services.

- A. CONTRACTOR shall sell space on the exterior and/or interior of the Vehicles for the display of commercial advertising with the goal of raising revenue to partially finance the cost of the Services performed hereunder ("Advertising Revenue").
- B. CONTRACTOR shall be entitled to retain 100% of the first One Hundred Eighty Thousand and No Cents Dollars (\$180,000.00) of Gross Advertising Revenue generated from the sale of advertising on the Vehicles during each calendar year of the Term,
- C. Gross Advertising Revenue in excess of the first One Hundred Eighty Thousand and No Cents Dollars (\$180,000.00) that is generated and actually received by CONTRACTOR in connection with sales of advertising on the interior or exterior of the Vehicles (collectively the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements") shall be divided equally between CONTRACTOR and the CRA, with each entity entitled to 50% of Gross Advertising Revenue that is generated and actually received by CONTRACTOR. Gross Advertising Revenue means the gross advertising revenue received less all other costs and expenses, including, but not limited to advertisement design and production costs, incurred by the CONTRACTOR in connection with providing the Advertisement Sales Services.

- D. CONTRACTOR shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld. CONTRACTOR shall not accept advertising content that includes or is related to the following:
- i. Discrimination against a persons, or sections of the community on account of race, sex, age, sexual preference, religion, disability, sexual orientation, or political belief;
 - ii. Contains strong or obscene language;
 - iii. Promotes the use of tobacco or alcohol products, and controlled substances
 - iv. Contains sexual or reproductive material;
 - v. Promotes or opposes "adult entertainment" strip clubs, and/or the sale of pornographic materials;
 - vi. Promotes the sale or distribution of firearms; and
 - vii. Contravenes any applicable law.

CONTRACTOR shall invoice each such advertiser for amounts owed for Advertisement Sales Services. CONTRACTOR shall provide a credit in the amount of 50% of Gross Advertising Revenue to the CRA on the following month's submitted invoice after receipt by the CONTRACTOR of the amounts due from each advertiser. The CONTRACTOR's obligation to submit invoices for amounts owed for Advertisement Sales Services shall be satisfied as to any advertiser by the delivery to such advertiser of three invoices reflecting the amount owed over a ninety (90) day period, whether or not invoiced funds are actually received by the CONTRACTOR. The CONTRACTOR's invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, advertiser contracts, etc.

4. The Term of this Agreement shall be for one (1) year, commencing on September 1, 2019, and expiring on August 30, 2020 ("Expiration Date"). The parties may mutually agree to renew the term of this Agreement for two (2) additional one (1) year terms, subject to the approval of the CRA's Board of Commissioners, and the execution by both parties of a written amendment to this Agreement providing for the renewal term.

5. The CONTRACTOR shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the CRA or a CONTRACTOR for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the services specified in this solicitation. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered

6. The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CRA. Subcontracting without the prior consent of the CRA shall constitute a material breach of the agreement and may result in termination of the contract for default.

7. The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the CRA, which shall not be unreasonably withheld. Assignment without the prior consent of the CRA may result in termination of the contract for default.

8. CONTRACTOR's Employees.

8.1 The employee(s) of the CONTRACTOR shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CRA or any of its departments.

8.2 CONTRACTOR shall provide competent employee(s) capable of performing the work as required. CONTRACTOR shall obtain complete background checks on all drivers, including driving records, criminal checks, and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR will not hire a driver with more than three convictions for infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and criminal records at least annually.

8.3 CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile device, eating, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. The parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device, or similar technology, while operating the vehicles for the service provided pursuant to this Agreement, and in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.

8.4 All employees of the CONTRACTOR shall wear proper identification and uniform.

8.5 The CRA reserves the right to require the immediate dismissal of any of CONTRACTOR's employees who fail to meet the requirements of this Agreement. Relief personnel shall be readily available throughout the term of the contract.

8.6 It is the CONTRACTOR's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the CONTRACTOR.

9. Indemnification. CONTRACTOR shall indemnify and hold harmless the CRA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CRA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the Services to be provided pursuant to this Agreement. CONTRACTOR shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CRA or its officers, employees, agents, and instrumentalities as herein provided. This paragraph shall survive the expiration or termination of this Agreement.

10. Modifications or Amendments. This Agreement may only be modified by mutual consent, in writing, through the issuance of an amendment executed by the CRA's authorized representative, and the CONTRACTOR's authorized representative. Amendments to the Contract Price and the Term shall require the approval of the CRA's Board of Commissioners. Amendments to other provisions including Services, Service Area, and Core Service Area may be approved by the CRA's Executive Director.

11. Termination.

- (a) Mutually Agreed Upon Termination: The CRA and CONTRACTOR, by mutual written agreement executed by both parties, may agree to terminate this Agreement for convenience at any time without cause.
- (b) CRA's Right to Terminate For Convenience: The CRA, at its sole discretion, reserves the right to terminate this Agreement for convenience upon providing forty-five (45) days' written notice to the CONTRACTOR.
- (c) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or any addendums hereto, then that party shall provide written notice to the other party describing the alleged failure in reasonable detail. If the breaching party does not, within fifteen (15) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) reach a satisfactory compromise with the non-breaching party if the breach is not one that can reasonably be cured within fifteen (15) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice of termination to the breaching party.

- (d) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- (e) Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable.
- (f) Continuation of Services: CONTRACTOR will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that the CRA provides notice of termination and directs CONTRACTOR not to perform the services during the notice period, the CRA agrees to pay CONTRACTOR an amount equal to the amount normally due to CONTRACTOR as if the Services had been performed for the duration of the notice period. Upon termination by either party, the CRA will pay CONTRACTOR for all services performed in connection with the services provided under this Agreement and any addendum hereto through the date of termination.

12. Effect of Default

- (a) In the event the CONTRACTOR defaults in the performance of the contract, and does not cure any such default within the notice period provided in Section 11, the CRA reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate CRA and City of Delray Beach ordinances, resolutions, and/or policies. In the event of termination for default, the CRA may procure the required goods and/or services from any source and use any method deemed in its best interest.
- (b) The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition. The CONTRACTOR agrees that the CRA shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the CRA declares the CONTRACTOR in default hereunder, provided that the CRA has articulable grounds for doing so.

13. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CRA, as a further sanction, may terminate or cancel any

other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

14. The CRA reserves the right to require the CONTRACTOR to submit to an audit by an auditor of the CRA's choosing at the CONTRACTOR's expense. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the CRA to ensure compliance with applicable accounting and financial standards. This paragraph shall survive the expiration or termination of this Agreement.

15. The CONTRACTOR shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The CONTRACTOR shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

16. INSURANCE

16.1 The CONTRACTOR shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the CRA Executive Director or designee.

16.2 The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach and CRA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

16.3 Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the City of Delray Beach and CRA as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City and CRA upon expiration.

16.4 The CONTRACTOR shall provide insurance coverage as follows:

A. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City and CRA reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.

B. COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence for combined bodily injury and property damage. Such certificate shall list the City and CRA as additional insured.

C. AUTOMOBILE LIABILITY

Automobile Liability Insurance shall be maintained in accordance with the State of Florida laws, and to include owned, non-owned, and hired, with minimum limits of \$5,000,000 per occurrence.

17. CONTRACTOR's Responsibilities.

17.1 The CONTRACTOR shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposals.

17.2 The CONTRACTOR shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

17.3 The CONTRACTOR will be responsible for securing its own office space and storage space.

17.4 The CONTRACTOR will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to charging and/or fueling, maintenance, registration, storage and insurance.

17.5 The CONTRACTOR shall ensure that all items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), and the National Institute of Occupational Safety Hazards (NIOSH), and any other applicable federal, state, or local law, ordinance, regulation, or policy.

17.6 If any of the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

18. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

19. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

20. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

21. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

22. The CRA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate. During the performance of this contract, the CONTRACTOR agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The CONTRACTOR shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

23. The CONTRACTOR further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and

in connection with this contract.

24. Prior to hiring a contract employee or contracting with a CONTRACTOR, the CRA may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or CONTRACTOR will be required to sign an authorization for the CRA to access criminal background information. The costs for the background checks shall be borne by the CRA.

25. Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the CONTRACTOR.

26. The CONTRACTOR shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

27. **CERTIFICATION AND SCRUTINIZED COMPANY REQUIREMENTS:**
The CRA shall have the option to terminate this agreement/contract if CONTRACTOR:

- A. Is found to have submitted a false certification as provided under Section 287.135 (5) Florida Statutes;
- B. Has been placed on the Scrutinized Companies that Boycott Israel List;
- C. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- D. Has been engaged in business operations in Cuba or Syria.

28. **PATRIOT ACT REQUIREMENTS:** Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the agreement/contract. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this agreement/contract.

29. All Services shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the CRA of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the CRA.

30. Precautions shall be exercised at all times for the protection of persons and property. All CONTRACTOR's Services provided pursuant to this Agreement shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

31. The Services provided pursuant to this Agreement include various functions and classes of work required as necessary for the provision of the Services. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the CONTRACTOR from furnishing or performing such work where required to the satisfactory provision of Services.

32. [Intentionally Omitted.]

33. The CRA and the CONTRACTOR are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

33.1 The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

33.2 The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

33.3 No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

33.4 The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of one (1) week, provided that in extenuating circumstances, the CRA may excuse performance for a longer term. Economic hardship of the CONTRACTOR shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

34. The CRA's obligation pursuant to any contract or agreement entered into in accordance with this solicitation is specifically contingent upon the lawful appropriation of

funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the CRA.

35. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CRA:

Delray Beach CRA
20 N. Swinton Avenue
Delray Beach, Florida 33444
Attn: Jeff Costello, Executive Director
Telephone No.: (561) 276-8640

With copy to:

Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308
Attn: David N. Tolces, Esq.
Telephone No.: (561) 276-9400

For CONTRACTOR:

Attn: JASON SPIEGEL
Address: 2312 N Miami Avenue, Miami, FL 33127
Tel: 215-370-5699
Fax/email: jason@ridefreebee.com

36. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

- A. Keep and maintain public records required by the CRA to perform the services.
- B. Upon request from the CRA's custodian of public records, provide the CRA 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 in this chapter or as otherwise provided by law.

C. 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CRA.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. To the extent that any information is identified by CONTRACTOR as a trade secret or proprietary information, the CRA shall maintain the confidentiality of, and not disclose any records or information that constitutes a trade secret or proprietary information, pursuant to Section 815.045, 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 AT

**RENEE JADUSINGH, ESQ.
561-276-8640
JADUSINGHR@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

37. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

38. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Agreement.
- B. The CRA's Request for Proposal 2019-01;

- C. CONTRACTOR's Response to the CRA's Request for Proposal 2019-01, dated February 11, 2019;
- D. Any subsequent information submitted by CONTRACTOR during the evaluation and negotiation process.

IN WITNESS WHEREOF, the CRA and the CONTRACTOR executed this Agreement as of the day and year first above written.


DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Shelly Petrolia, Chair

ATTEST:


Renee Jadusingh, Executive Director

I HEREBY APPROVE
THIS AGREEMENT AS TO FORM:


General Counsel

CONTRACTOR:

Beefree, LLC, a Florida Limited Liability company

BY: [Signature]
Signature

Jason Spiegel Managing Partner
Print Name and Title

Attest:

[Signature]

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jason Spiegel as CEO of Beefree, LLC named in the foregoing agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said _____ and that the Corporate seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this 1 day of July, 2019.

[Signature]
NOTARY PUBLIC
Ana Oliva
Printed Name

My Commission Expires:

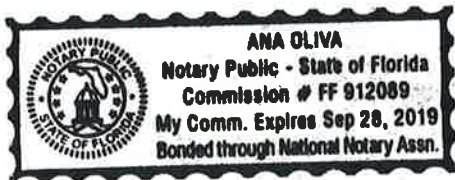


Exhibit A - Service Area Map

-  Service Area
-  Service Core Area

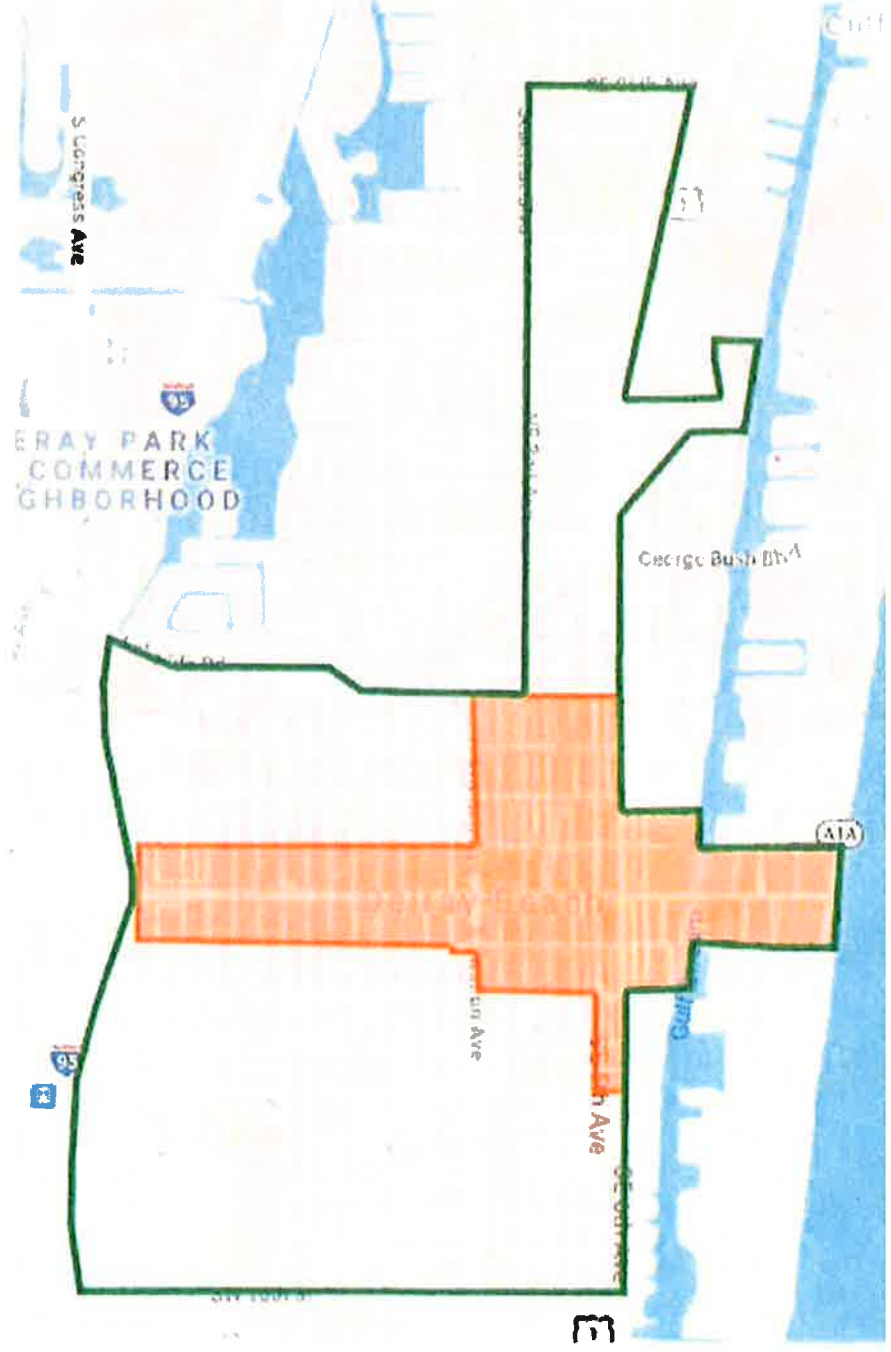


Exhibit B

This table represents the numbers of vehicles and drivers providing service during each hour, and is subject to change based on the actual demand.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11AM	3	3	3	3	3	3	3
12PM	4	4	4	3	3	3	4
1PM	5	5	5	3	3	3	5
2PM	4	4	4	4	4	4	4
3PM	4	4	4	4	4	4	4
4PM	4	4	4	4	4	4	4
5PM	4	4	4	5	5	5	4
6PM	5	5	5	4	4	4	5
7PM	3	3	3	4	4	4	3
8PM	3	3	3	4	5	5	3
9PM				3	3	3	
10PM				3	3	3	

**TEMPORARY AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND BEEFREE, LLC D/B/A FREEBEE**

THIS TEMPORARY AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT ("Amendment") is made and entered into as of the 27 day of MARCH, 2020, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **BEEFREE, LLC D/B/A FREEBEE** (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into a Transportation Services Agreement dated June 25, 2019, (the "Original Agreement"); and

WHEREAS, on March 13, 2020, due to the COVID-19 Coronavirus, the City of Delray Beach, Florida declared a state of emergency to properly prepare for, and respond to the virus; and

WHEREAS, the CRA and CONTRACTOR desire to enter into this Temporary Amendment in order to amend the service area and hours of operation of the CONTRACTOR's transportation services during the state of emergency; and

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.
2. The below temporary amendments will be made to the Original Agreement related to the transportation services provided by the CONTRACTOR:
 - a) CONTRACTOR shall provide transportation services from Thursday through Monday from 8:00 A.M. until 5:00 P.M, and Tuesdays and Wednesdays from 7:00 A.M. until 5:00 P.M.
 - b) Vehicles should be accessible for meal delivery services for seniors and youth.
 - c) CONTRACTOR shall provide service to key destination points i.e. Publix, CVS, and Walgreens pharmacies to/from anywhere in the service area.
 - d) The eastern boundary of the Service Area shall be adjusted to US-1(NE/SE 6th Ave) as further depicted in "Freebee Adjusted Service Area due to COVID-19" Map, attached hereto as Exhibit "A".

3. The amendments as provided herein may be further amended in order for the CRA and the CONTRACTOR to comply with federal, state, and local orders related to COVID-19 Coronavirus.

4. This Amendment shall remain in effect until the City of Delray Beach, Florida terminates the state of emergency due to COVID-19 Coronavirus, at which time the terms and conditions of the Original Agreement shall be reinstated.

5. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms of the Original Agreement and the Original Agreement shall remain in full force and effect, except as amended herein.

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IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: *Renée A. Jadusingh*
Renée A. Jadusingh, Esq.,
CRA Executive Director

ATTEST:

[Signature]
Name: *Ivan J. Cabrera*

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:

[Signature]
CRA General Counsel

ATTEST:

BEEFREE, LLC,
a Florida limited liability company

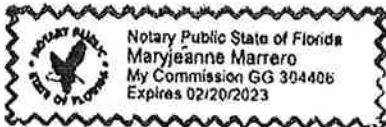
By: *[Signature]*
Print Name: *Kristopher Kimball*

By: *[Signature]*
Title: *Owner / Managing Partner*
Jason Spigel

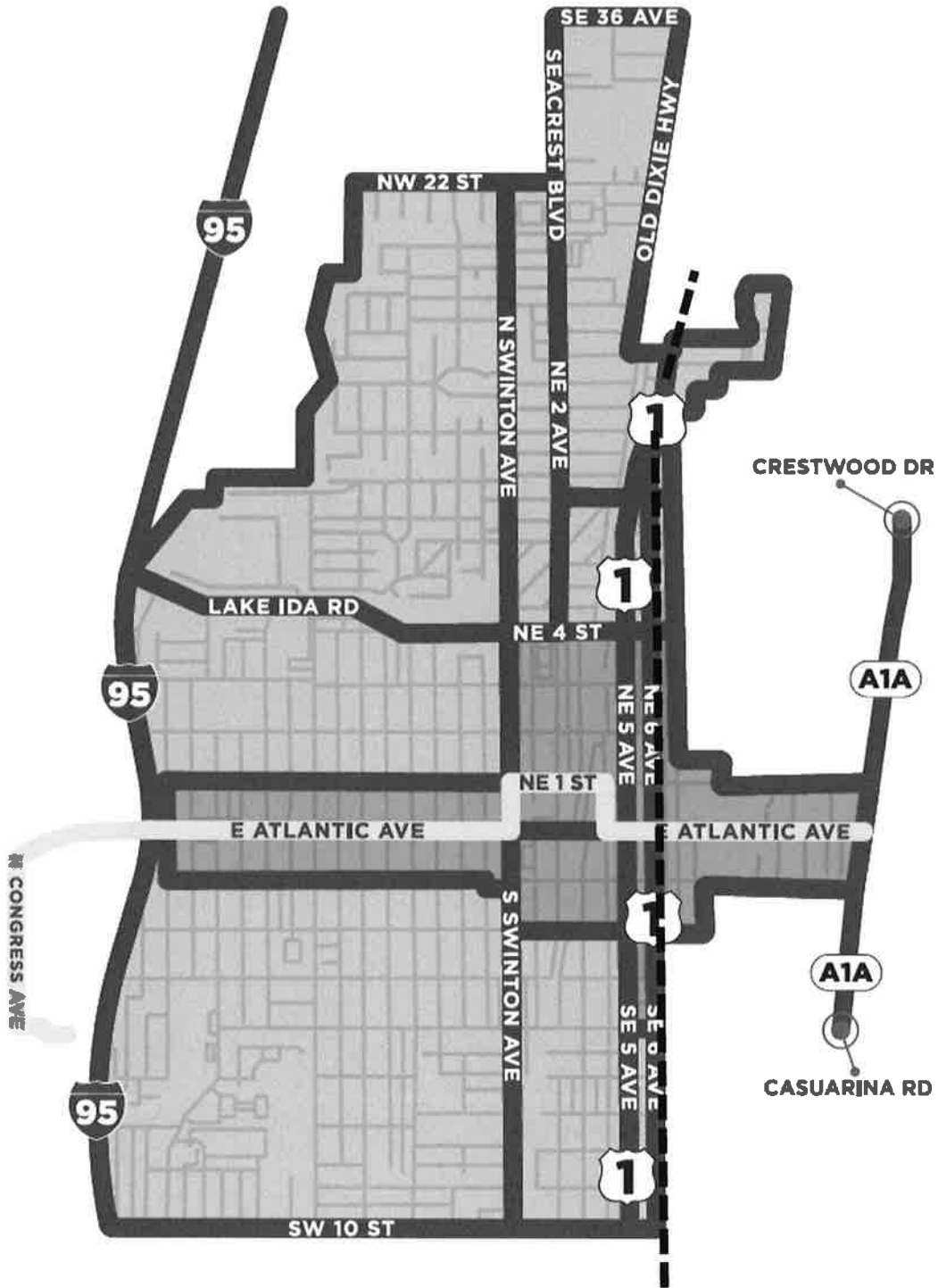
STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *01st* day of *March*, 2020, by *Kristopher Kimball*, as *Owner* (name of officer or agent, title of officer or agent), of BeeFree, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced *ID* (type of identification) as identification.

[Signature]
Signature: *Maryjeanne Marrero*, Notary
Name and Title
66 304406
Commission Number



Freebee Adjusted Service Area due to COVID-19



----- Adjusted Boundary

The eastern boundary of the service area shall be US-1 (NE/SE 6 Ave.)

**SECOND AMENDMENT TO THE AGREEMENT FOR TRANSPORTATION SERVICES
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND BEEFREE, LLC D/B/A FREEBEE**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR TRANSPORTATION SERVICES ("Second Amendment") is made and entered into as of the 8 day of April, 2020, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **BEEFREE, LLC D/B/A FREEBEE** (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into a Agreement for Transportation Services dated June 25, 2019, (the "Original Agreement"); and

WHEREAS, on March 13, 2020, due to the COVID-19 Coronavirus, the City of Delray Beach, Florida, declared a state of emergency to properly prepare for, and respond to the virus; and

WHEREAS, on March 20, 2020 due to the COVID-19 Coronavirus, the City of Delray Beach, Florida, confirmed the state of emergency dated March 13, 2020, and ordered closed all non-essential businesses pursuant to Resolution No. 75-20; and

WHEREAS, on March 26, 2020, Palm Beach County issued emergency order 2020-002 ordering all non-critical businesses to close; and

WHEREAS, the CRA and the CONTRACTOR entered into a First Amendment to the Original Agreement dated March 27, 2020 to amend the transportation services due to the COVID-19 Coronavirus ("First Amendment"); and

WHEREAS, the CRA and CONTRACTOR desire to enter into this Second Amendment in order to amend the CONTRACTOR's Contract Price during the state of emergency to pay a portion of the CONTRACTOR's expenses, as provided herein; and

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. The below amendments will be made to the Original Agreement, as amended, related to the Services provided by the CONTRACTOR:

- a) The CONTRACTOR shall continue to cease operating the Service Route.
- b) The Contract Price to be paid by the CRA to the CONTRACTOR shall be **\$23.92** per hour. The Contract Price paid to the CONTRACTOR during the Term of this Second Amendment shall be allocated by the CONTRACTOR to pay for driver wages and fringe benefits, insurance, vehicle finance cost, iPad service, and parking, as further depicted in the Fee Proposal, attached hereto as Exhibit A. The purpose of this Contract Price during the Term of this Second Amendment is to retain the drivers at the current pay and benefits.
- c) During the Term of this Second Amendment, the CRA reserves the right to request the CONTRACTOR to provide other services, such as, but not limited to, meal pick-up and delivery. In the event the CRA elects to exercise this right, the CRA Staff shall notify the CONTRACTOR in writing, and shall pay the CONTRACTOR the Requested Services Contract Price of **\$36.07** per hour for the requested services as the sole payment to the CONTRACTOR during the Term of this Second Amendment. The Requested Services Contract Price shall be all encompassing and include driver wages and fringe benefits, insurance, vehicle finance cost, iPad service, vehicle storage parking, program and performance management, electricity, app development, maintenance, and licensing, live data integration, vehicle maintenance, marketing, public relations, outreach, transportation planning and design, miscellaneous supplies (cleaning, etc.), office overhead costs, hiring, training, and recruitment costs of drivers and brand ambassadors, as further depicted in the Fee Proposal, attached hereto as Exhibit A.

3. The amendments as provided herein may be further amended in order for the CRA and the CONTRACTOR to comply with federal, state, and local orders related to COVID-19 Coronavirus.

4. Term of Second Amendment. The provisions in this Second Amendment shall remain in effect until the City of Delray Beach, Florida, Palm Beach County, and State of Florida suspend their respective state of emergencies due to COVID-19 Coronavirus, at which time the terms, provisions, and conditions of the Original Agreement, shall be reinstated.

5. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms, provisions, and conditions of the Original Agreement and First Amendment, and the Original Agreement, and First Amendment shall remain in full force and effect, except as amended herein.

8. All capitalized terms used but not defined herein shall have the meaning assigned to them in the Original Agreement, as amended.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first written above.

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

Ely: [Signature]
Rende A. Jadusingsh, Esq.,
CRA Executive Director

ATTEST: [Signature]
Name: Luis J. Cabrera

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:
[Signature]
CRA General Counsel

ATTEST: [Signature]
By: [Signature]
Print Name: Robert Lujan Title: Owner / Managing Partner

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of April, 2020, by Kris Karabatis as Owner (name of officer or agent, title of officer or agent), of BeeFree, LLC, a Florida limited liability company, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) as identification.



Krista Flowers Walker
Commission # GG032277
Expires: September 21, 2020
Bonded thru Aaron Notary

[Signature]
Signature
Krista Walker Contract mgr
Name and Title
GG032277
Commission Number

**EXHIBIT A
FEE PROPOSAL**

EXHIBIT A
Freebee Pricing
Fees to the CRA

Below you will find a breakdown of the two pricing models; Pricing 1 includes "No Service" sitting costs which are Driver Pay, Insurance, Vehicle Finance Cost, iPad service, and parking rent. Pricing 2 includes all costs associated with running the service with no changes. Each vehicle currently runs 62 hours per week, or approx 268.67 hours per month.

Pricing 1: No Service

\$17.55/hr Driver Pay + Fringe

\$6.37/hr Insurance, Vehicle Finance Cost, iPad service, Parking

\$23.92/hr Total Sitting Cost

Pricing 2: Full Service

\$36.07/hr Normal Driving Cost

- Drivers + Fringe
- Insurance
- Vehicle Finance Cost
- iPad Service
- Vehicle Storage Parking
- Program and Performance Management
- Electricity
- App Development, Maintenance, and Licensing
- Live Data Integration
- Vehicle Maintenance
- Marketing, PR, and Outreach
- Transportation Planning and Design
- Miscellaneous Supplies (Cleaning, etc)
- Office Overhead Costs
- Hiring, Training, and Recruitment costs of Drivers/Brand Ambassadors

**THIRD AMENDMENT TO THE AGREEMENT FOR TRANSPORTATION SERVICES
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND BEEFREE, LLC D/B/A FREEBEE**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR TRANSPORTATION SERVICES ("Third Amendment") is made and entered into as of the 18 day of August, 2020, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **BEEFREE, LLC D/B/A FREEBEE** (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into a Agreement for Transportation Services dated June 25, 2019, (the "Original Agreement"); and

WHEREAS, the CRA and the CONTRACTOR entered into a First Amendment to the Original Agreement dated March 27, 2020, to amend the transportation services due to the COVID-19 Coronavirus ("First Amendment"); and

WHEREAS, the CRA and the CONTRACTOR entered into a Second Amendment to the Original Agreement dated April 8, 2020, to amend the contract price due to the COVID-19 Coronavirus ("Second Amendment"); and

WHEREAS, the term of the Original Agreement commenced on September 1, 2019, and is set to expire on August 30, 2020, and the CRA and CONTRACTOR agree to enter into this Third Amendment in order to extend the term of the Original Agreement, as amended, as provided herein; and

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.
2. Pursuant to Section 4 of the Original Agreement, the CONTRACTOR and the CRA hereby extend the term of the Original Agreement, as amended, for an additional one (1) year, up to and including August 30, 2021.
3. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms, provisions, and conditions of the Original Agreement, First Amendment, and Second Amendment; and the Original Agreement, First

Amendment, and Second Amendment shall remain in full force and effect, except as amended herein.

4. All capitalized terms used but not defined herein shall have the meaning assigned to them in the Original Agreement, as amended.

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on the date first written above.

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: Shirley Johnson
Shirley Johnson, Chair

ATTEST:

Renée A. Jadusingh
Renée A. Jadusingh, Esq.,
CRA Executive Director

APPROVED TO FORM:

[Signature]
CRA General Counsel

ATTEST:

BEEFREE, LLC D/B/A FREEBEE,
a Florida limited liability company

By: [Signature]
Print Name: Brandon Fernandez

By: [Signature]
Title: Managing Partner

STATE OF FLORIDA)
MIAMI DADE) ss:
COUNTY OF ~~DELMAR BEACH~~)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 07 day of JULY, 2020, by Jason Spiegel, as Managing Partner (name of officer or agent, title of officer or agent), of BeeFree, LLC, a Florida limited liability company, on behalf of the corporation. He/She is personally known to me or has produced Florida Driver's License (type of identification) as identification.

S124-421-86-330-0

[Signature]
Signature
John Brasas, Notary Public
Name and Title
66-251797
Commission Number



**FOURTH AMENDMENT TO THE AGREEMENT
FOR TRANSPORTATION SERVICES BETWEEN THE DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY
AND BEEFREE, LLC D/B/A FREEBEE**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR TRANSPORTATION SERVICES ("Fourth Amendment") is made and entered into as of the 28 day of Sept, 2021, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **BEEFREE, LLC D/B/A FREEBEE** (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into a Agreement for Transportation Services dated June 25, 2019, (the "Original Agreement"); and

WHEREAS, the CRA and the CONTRACTOR entered into a First Amendment to the Original Agreement dated March 27, 2020, to amend the transportation services due to the COVID-19 Coronavirus ("First Amendment"); and

WHEREAS, the CRA and the CONTRACTOR entered into a Second Amendment to the Original Agreement dated April 8, 2020, to amend the contract price due to the COVID-19 Coronavirus ("Second Amendment"); and

WHEREAS, the CRA and the CONTRACTOR entered into a Third Amendment to the Original Agreement dated August 18, 2020, to extend the term up to and including August 30, 2021 ("Third Amendment"); and

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. Upon the expiration date provided in the Third Amendment, the term of the Original Agreement, as amended, shall be automatically extended on a month-to-month basis, until either party provides forty-five (45) days prior written notice of termination.

3. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms, provisions, and conditions of the Original Agreement, First Amendment, Second Amendment, and Third Amendment; and the Original Agreement, First Amendment, Second Amendment, and Third Amendment shall remain in full force and effect, except as amended herein.

4. All capitalized terms used but not defined herein shall have the meaning assigned to them in the Original Agreement, as amended.

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IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the date first written above.

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: *Shirley E. Johnson*
Shirley E. Johnson, Chair

ATTEST:

Renee A. Jadusingh
Renee A. Jadusingh, Esq.,
CRA Executive Director

APPROVED TO FORM:

[Signature]
CRA General Counsel

ATTEST:

BEEFREE, LLC D/B/A FREEBEE,
a Florida limited liability company

By: *Matthew Friedman*
Print Name: Matthew Friedman

By: *[Signature]*
Title: *Managing Partner BeeFree*

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of X physical presence or L online notarization, this 13 day of Sept, 2021, by Jason Spizel, as Managing Partner (name of officer or agent, title of officer or agent), of BeeFree, LLC, a Florida limited liability company, on behalf of the corporation. He/She is personally known to me or has produced Florida Drivers (type of identification) as identification.



[Signature]
Signature Jamie Kerezman
Name and Title
GG 933994
Commission Number