

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 1st day of December, 2022, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Beefree, LLC d/b/a Freebee, a Florida Limited Liability Company (hereafter referred to as “Contractor”), whose address is 2312 N Miami Ave, Miami, FL 33127.

WHEREAS, City issued Request for Proposals No. 2022-031 to obtain fixed route and point-to-point transportation services; and

WHEREAS, Contractor submitted a response to RFP 2022-031 that included multiple levels of service; and

WHEREAS, Contractor’s proposals were presented to City Commission at the November 1, 2022, regular meeting; and

WHEREAS, City Commission elected to retain the Contractor to provide fixed route and point-to-point transportation services pursuant to the Contractor’s response to RFP 2022-031; and

WHEREAS, the City desires to enter into an agreement with Contractor in accordance with the City’s Request for Proposals No. 2022-031 and the Contractor’s response thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal No. 2022-031, and the Contractor’s response to the Request for Proposal, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

Contractor shall operate five GEM vehicles providing point-to-point transportation services from 11:00 a.m. until 9:00 p.m., Monday through Wednesday; 11:00 a.m. until 11:00 p.m., Thursday through Saturday; and from 11:00 a.m. until 9:00 p.m., Sunday, in the CRA Service area designated in Exhibit “A”, attached hereto and incorporated herein, pursuant to the specifications of City’s Request for Proposal No. 2022-031. There shall be no fees or costs assessed to users of this service.

ARTICLE 3. COMPENSATION

The City shall pay Contractor \$508,205.04 annually for the services contained herein, pursuant to the terms and specifications of City’s Request for Proposal No. 2022-031.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
- iii. As to the Contractor: Beefree, LLC d/b/a Freebee
2312 N Miami Avenue
Miami, FL 33127
Attn: Jason Spiegel, Managing Partner
jason@ridefreebee.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY.

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a

period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. CONTRACT TERM

This term of this Agreement shall commence upon full execution by the parties and remain in effect for a term of three (3) years. The Agreement may be renewed for up to two (2) additional one (1) year periods unless terminated earlier in accordance with terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF DELRAY BEACH

By: [Signature]
Terrence R. Moore, ICMA-CM

ATTEST:

By: [Signature]
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Lynn Gelin, City Attorney

BEEFREE, LLC D/B/A FREEBEE

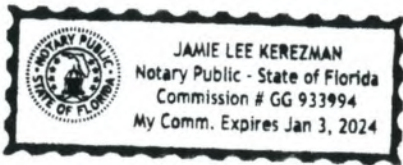
[SEAL]

By: [Signature]
Print Name: Jason Spiegel
Title: CEO

STATE OF Florida
COUNTY OF miami Dade

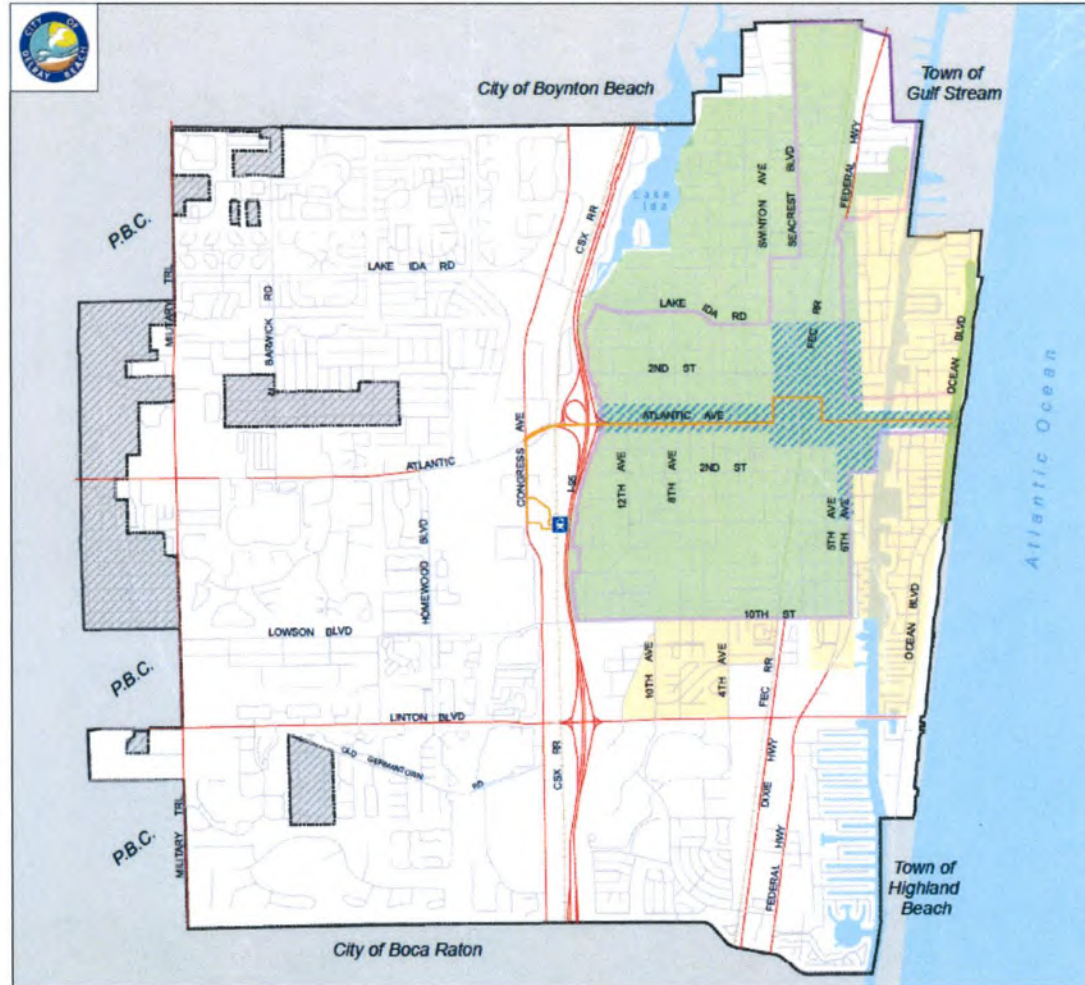
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of November, 2022 by Jason Spiegel (name of person), as CEO (type of authority) for BeeFree LLC (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____











[Signature]
Notary Public - State of Florida

EXHIBIT A



Existing Transit Service Area and Route

-  Tri-Rail Station
-  LSV Non-Restricted Roads ≤ 35 MPH
-  LSV Restricted Roads > 35 MPH
-  Potential Non-LSV Fixed Route
-  Potential Expansion Areas
-  CRA District Boundary
-  Downtown Core Pickup/Dropoff Area
-  Existing CRA Service

LSV = Low Speed Vehicle per Florida Statutes. Restrictions apply to safety equipment and posted speed limits.



0 0.5 1 Miles

City of Delray Beach
 Development Services Department

Print Date: 3/17/2022

RESOLUTION NO. 134-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR FIXED ROUTE AND POINT-TO-POINT TRANSPORTATION SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (the "City") is authorized to enter into agreements to provide services and products in accordance with its Charter; and

WHEREAS, the City requires fixed route and point-to-point transportation services; and

WHEREAS, the City issued Request for Proposals No. 2022-031 (the "RFP") to acquire fixed route and point-to-point transportation services; and

WHEREAS, Beefree, LLC d/b/a Freebee ("Freebee") submitted a proposal with four different transportation options in response to the RFP; and

WHEREAS, at its meeting on October 25, 2022, the City Commission considered the various transportation options and authorized the City Manager to execute an agreement with Freebee consistent with their selection; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

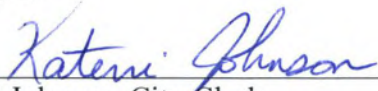
Section 2. The City Commission of the City of Delray Beach authorizes the City Manager to execute an Agreement with Beefree, LLC d/b/a Freebee, reflecting the level of service selected by City Commission.

Section 3. The City Commission authorize the City Manager to execute any amendments and/or renewals thereto and take any other actions necessary to effectuate this Resolution.

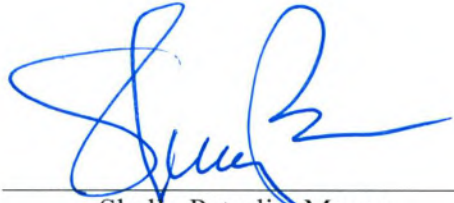
Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 1st day of December, 2022.

ATTEST:

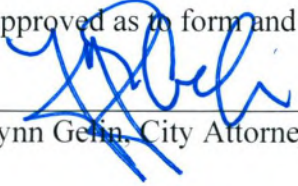


Katerri Johnson, City Clerk



Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:



Lynn Gehl, City Attorney