

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

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR TRANSPORTATION SERVICES (“Fifth Amendment”) is made and entered into as of ____ day of _____ 2022, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body corporate and politic created pursuant to Section 163.356, 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 an Agreement for Transportation Services dated June 25, 2019 (“Original Agreement”); and

WHEREAS, the CRA and the **CONTRACTOR** previously 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** previously 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** previously 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

WHEREAS, the CRA and the **CONTRACTOR** previously entered into a Fourth Amendment to the Original Agreement dated September 28, 2021 where upon the expiration date provided in the Third Amendment, the term of the Original Agreement, as amended, shall be automatically extended to a month-to-month basis, until either party provides forty-five (45) days prior written notice of termination (“Fourth Amendment”); and

WHEREAS, the CRA and the **CONTRACTOR** mutually agree to enter into this Fifth Amendment to the Original Agreement to terminate the Original Agreement, as amended, for convenience, on November 30, 2022, without any additional notice requirement (“Fifth Amendment”).

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 CRA and the CONTRACTOR hereby mutually agree to terminate the Original Agreement, as amended, for convenience, on November 30, 2022, without any additional notice requirement.
3. The CRA shall have no further payment obligations to the CONTRACTOR upon termination of the Original Agreement, as amended, on November 30, 2022.
4. 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, Third Amendment and Fourth Amendment; and the Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall remain in full force and effect, except as amended herein.

[SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of the date and year set forth above.

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Renée A. Jadusingh, Esq.
CRA Executive Director


By: _____
Shirley Johnson, Chair

APPROVED AS TO FORM:

CRA Legal Advisor

ATTEST:

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



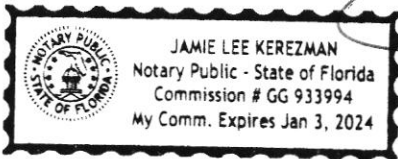
Print Name: Stuart Lujan
Title: Production Manager

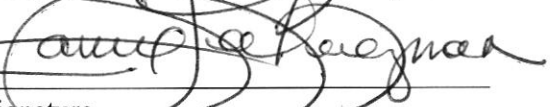
By: 

Print Name: Jason Spiegel
Title: CEO

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/4/22 (date) by Jason Spiegel (person) as CEO (title) of **BEEFREE, LLC D/B/A FREEBEE**, a Florida limited liability company, on behalf of the corporation. He/she He is personally known to me or has produced Florida Drivers as identification.





Signature
Jamie Kerezman Notary Public

Name and Title
GG 933994

Commission Number