

## AGREEMENT

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1<sup>st</sup> 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, the City desires to retain the Contractor to provide fixed route and point-to-point transportation services in accordance with the City's Request for Proposals No. 2022-031 and the Contractor's response thereto, all of which are incorporated herein by reference.

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

The Contractor shall provide fixed route and point-to-point transportation services pursuant to the specifications accompanying the City's Request for Proposal, which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit "A", according to the terms and specifications of the referenced solicitation.

### 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. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> 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](mailto: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 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 this page is 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: \_\_\_\_\_  
Shelly Petrolia, Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

BEEFREE, LLC D/B/A FREEBEE

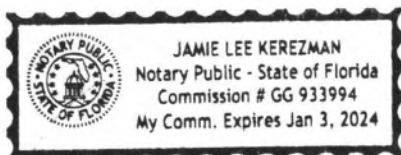
[SEAL]

By: \_\_\_\_\_  
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 31 day of August, 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 \_\_\_\_\_



\_\_\_\_\_  
Notary Public - State of Florida



Beefree, LLC

2312 N. Miami Ave.  
Miami, FL 33127  
T 305.330.9450  
F 305.290.3363

info@ridefreebee.com  
ridefreebee.com

August 10th, 2022

Dear City of Delray Beach,

This letter is to confirm the agreed upon pricing between Freebee and the City of Delray Beach regarding the various options for transportation services for the City.

RFP 2022-031 Fixed Route and Point-to-Point Transportation Services

	Final Negotiated Pricing	
Existing Service Area (5 GEM Vehicles) Subsidy= \$24,000 per vehicle per year	\$508,205.04	
Expanded Service Area + Tri Rail Route (5 GEM + 3 Tesla) Subsidy = \$24,000 per vehicle per year	\$841,040.43	
Expanded Service Area and non-LSV Fixed Route (5 GEM Vehicles & 3 Tesla) Subsidy = \$24,000 per vehicle per Year	\$841,040.43	
Expanded Service Area including Tri-Rail with all point-to-point service Tesla Vehicles (8 Vehicles) Subsidy = \$24,000 per vehicle per year	\$887,469.39	**Additional option would be 5 Tesla Vehicles at \$554,668.37, 6 Tesla Vehicles at \$665,602.02, or 7 Tesla Vehicles at \$776,535.72

Sincerely,

Jason Spiegel  
CEO

Jason@ridefreebee.com  
215-370-5699