

**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]  
Ronde A. Jadusinh, 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:  
By: [Signature]  
Print Name: Robert Lujan Title: Owner / Managing Partner

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

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 Cornabatt 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