

**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 ____ day of _____, 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").

W I T N E S S E T H:

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, Chair

ATTEST:

Renée A. Jadusingh, Esq.,
CRA Executive Director

APPROVED TO FORM:

CRA General Counsel

ATTEST:

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

By: _____
Print Name: _____

By: _____
Title: _____

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

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by _____, as _____ (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.

Signature

Name and Title

Commission Number