



Legislation Details (With Text)

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On agenda: 5/7/2020 **Final action:**
Title: POINT-TO-POINT TRANSPORTATION SERVICES - RATIFY CONTRACT AMENDMENTS DUE TO COVID-19
Sponsors:
Indexes:
Code sections:
Attachments: 1. Agenda Cover Report, 2. Exhibit A - First Temporary Contract Amendment, 3. Exhibit B - Second Temporary Contract Amendment

Date	Ver.	Action By	Action	Result
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TO: CRA Board of Commissioners
FROM: Ivan Cabrera, AICP, Redevelopment Manager
THROUGH: Renée A. Jadusingh, Esq., CRA Executive Director
DATE: May 7, 2020

POINT-TO-POINT TRANSPORTATION SERVICES - RATIFY CONTRACT AMENDMENTS DUE TO COVID-19

Recommended Action:

Ratify the Point to Point Transportation Services Contract Amendments executed following a declared state of emergency due to COVID-19.

Background:

The CRA and BeeFree, Inc. d/b/a Freebee previously entered into a Transportation Services Agreement dated June 25, 2019, (“Original Agreement”).

On March 13, 2020, due to COVID-19, the City of Delray Beach, Florida (“City”), declared a state of emergency to properly prepare for and respond to the virus; on March 20, 2020, the City, confirmed the state of emergency dated March 13, 2020, and ordered all non-essential businesses to close pursuant to Resolution No. 75-20; and on March 26, 2020, Palm Beach County issued emergency order 2020-002 ordering all non-critical businesses to close.

Due to the City’s declared state of emergency the ensuing emergency orders, the CRA and Freebee entered into two (2) temporary contract amendments. These amendments may be further amended in order for the CRA and Freebee to comply with federal, state, and local orders related to COVID-19. Furthermore, these amendments shall remain in effect until the City terminates its state of emergency due to COVID-19, at which time the terms and conditions of the Original Agreement shall be reinstated.

The First Temporary Contract Amendment was executed on March 27, 2020 and included temporary changes to the service area and hours of operation. Below are pertinent excerpts from the First Temporary Contract Amendment:

- Freebee shall provide transportation services from Thursday through Monday from 8:00 A.M. until 5:00 P.M., and Tuesdays and Wednesdays from 7:00 A.M. until 5:00 P.M.
- Vehicles should be accessible for meal delivery services for seniors and youth.
- Freebee shall provide service to key destination points i.e. Publix, CVS, and Walgreens pharmacies to/from anywhere in the service area.
- The eastern boundary of the Service Area shall be adjusted to US-1(NE/SE 6th Ave) as further depicted in "Freebee Adjusted Service Area due to COVID-19" Map

After the execution of the first temporary contract amendment, CRA staff reviewed ridership data and determined that the service was not being fully utilized and ridership numbers had dropped significantly in the last few days of March 2020. The low ridership numbers combined with the extension of the City's state of emergency on April 2, 2020, the CRA decided to suspend the service April 4, 2020.

The Second Temporary Contract Amendment was executed on April 8, 2020 and included temporary changes related to ceasing operations of the service route and modifications to the contract price paid by the CRA to Freebee. Below pertinent excerpts from the Second Temporary Contract Amendment:

- Freebee shall continue to cease operating the Service Route.
- The Contract Price to be paid by the CRA to the Freebee shall be \$23.92 per hour. The Contract Price paid to the Freebee during the Term of this Second Amendment shall be allocated by Freebee to pay for driver wages and fringe benefits, insurance, vehicle finance cost, Ipad service, and parking. The purpose of this Contract Price during the Term of this Second Amendment is to retain the drivers at the current pay and benefits.
- During the Term of this Second Amendment, the CRA reserves the right to request the Freebee 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 Freebee in writing, and shall pay Freebee the Requested Services Contract Price of \$36.07 per hour for the requested services as the sole payment to Freebee 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.

Attachment(s): Exhibit A - First Temporary Contract Amendment; Exhibit B - Second Temporary Contract Amendment

CRA Attorney Review:

The CRA Attorney has reviewed the Agreement as to form and determined it to be acceptable.

Finance Review:

N/A

Funding Source/Financial Impact:

Funding is available in the amount of \$1,400,000 - GL# 5230 - Transportation Services