

**RESOLUTION NO. 22-05-36**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, APPROVING EXECUTION OF AN  
AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE; AUTHORIZING  
VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND  
CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE  
MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE  
VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND  
PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village") experiences heavy vehicular traffic and traffic delays especially during the peak tourist season; and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council"), has sought measures to reduce vehicular traffic within Islamorada; and

**WHEREAS**, BEEFREE, LLC. d/b/a Freebee ("Freebee") developed a service to provide local transportation utilizing electric vehicles and has implemented the environmentally friendly transit service in many South Florida communities; and

**WHEREAS**, Freebee local transit services are funded by a combination of private advertising dollars and municipal funds through an Agreement with the local government; and

**WHEREAS**, the Village Council initially approved a six-month trial period beginning November 2019 for the Freebee services limited to Upper Matecumbe Key, assigned funds in the Fiscal Year 2018-2019 Budget to fund the service and subsequently approved an extension of the trial period to prepare for an expansion of Freebee services in response to the popularity of the local transit program and requests to expand the program to all areas of the Village; and

**WHEREAS**, in July 2019, the Village Council approved a two-year Agreement with Freebee for to provide a Village-wide local transit services program and has approved budgeted funds

annually to continue the program; and

**WHEREAS**, the Village-wide services began March 1, 2020 and have continued, with suspension of services only during April and May 2020 at the beginning of the COVID-19 pandemic; and

**WHEREAS**, the Village Council finds that entering into a new Agreement with Freebee to continue the Village-wide local transit services program for residents and visitors is in the best interest of the Village and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2.** **Approval of two-year Agreement.** The Village Council hereby approves the Agreement with BEEFREE, LLC., d/b/a Freebee, as set forth in Exhibit "1" attached hereto.

**Section 3.** **Authorization of Village Officials.** The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4.** **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

**Section 5.** **Execution of Agreement.** The Village Manager is authorized to execute the Agreement, on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

**Section 6.** **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Mayor Pete Bacheler, seconded by Councilman Mark Gregg.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Pete Bacheler	Yes
Vice Mayor Henry Rosenthal	Yes
Councilman Mark Gregg	Yes
Councilman Buddy Pinder	Yes
Councilman David Webb	Absent

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF MAY, 2022.**



PETE BACHELER, MAYOR

ATTEST:



STEPHANIE CONDE, ACTING VILLAGE CLERK  
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS:



ROGET V. BRYAN, VILLAGE ATTORNEY

## EXHIBIT A

### **AGREEMENT**

THIS IS AN AGREEMENT, dated the 12<sup>th</sup> day of May, 2022, between:

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipal corporation, hereinafter "VILLAGE,"

and

BEEFREE, LLC,  
a limited liability company d/b/a FREEBEE, authorized to do  
business in the State of Florida, hereinafter "CONTRACTOR."

### **WITNESSETH:**

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

### **ARTICLE 1** **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent contractor to provide transportation services to residents and tourists within the Village.

1.2 CONTRACTOR has developed a service to provide no-fare local transportation utilizing electric vehicles ("Freebees") and has implemented the environmentally friendly transit service in several South Florida communities.

1.3 The VILLAGE approved a six-month trial period for the Freebee services limited to Upper Matecumbe Key, assigned funds in the Fiscal Year 2018-2019 Budget to fund the services, and subsequently approved a two-month extension of the trial period.

1.4 The trial period for CONTRACTOR's Freebee service from November 29, 2018 to May 28, 2019, which was subsequently extended to July 31, 2019, has been popular with both residents and visitors, and residents have requested expansion of Freebee services to provide transportation to all four (4) islands of the Village.

1.5 On July 8, 2019, the VILLAGE received a proposal from CONTRACTOR to continue providing and expanding mobile application-based transportation and marketing services to VILLAGE residents, tourists and visitors via CONTRACTOR's 100% electric and customized low-speed vehicles known as "Freebees" (the "Services").

1.6 On July 18, 2019, the Village Council of Islamorada, Village of Islands adopted Resolution No. 19-07-48, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

1.7 The Village and CONTRACTOR entered into an Agreement on October 15, 2019 that provided for a term of twenty-four (24) months from the date of delivery and deployment of new vehicles able to travel Village-wide. The Agreement was extended by two (2) months in acknowledgement of a two-month suspension of services and payments during the COVID-19 pandemic.

1.8 At its meeting on March 31, 2022, the Village Council extended the current Agreement through May 31, 2022, to allow the Village and Freebee to work on a revised schedule that would not increase the total number of hours of service but would start service at 7:00 a.m. for at least one (1) fleet vehicle.

1.9 VILLAGE and CONTRACTOR desire to enter into an Agreement for the continued provision of the Services as set forth herein.

1.10 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as Exhibit "A" and as more particularly described herein.

## ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3  
TERM

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 This Agreement shall commence on June 1, 2022, and terminate June 30, 2023.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4  
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for services rendered in accordance with the Rates and Services Addendum attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as Exhibit "A". A total contact price hereto is referred to as Contract Sum and shall not exceed **Three Hundred Forty Three Thousand Dollars (\$342,504.00)** per annum.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper services rendered and in the amounts stated in Exhibit "A".

4.3 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and labors.

ARTICLE 5  
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written

notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance - \$3,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage that VILLAGE determines reasonably necessary depending upon the exposures, and shall provide a thirty (30) day written notice to CONTRACTOR if any changes to insurance obligations are required. Notwithstanding the foregoing, in the event the VILLAGE requires any change in insurance coverage or additional insurance coverage which exceeds the scope of coverage or coverage limits expressly required under this Agreement, CONTRACTOR may, in its sole discretion, terminate this Agreement without further obligation by providing thirty (30) days' prior written notice to VILLAGE. In the event of such termination, CONTRACTOR shall be paid for all work satisfactorily performed through the date of termination.

## ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property and properties from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7  
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters and CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, unless arising out of the grossly negligent or intentional acts of the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8  
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9  
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10  
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information:

AGREEMENT NAME
DESCRIPTION OF AMENDMENT
ESTIMATED COST FOR ADDITION OR CHANGE TO AGREEMENT

10.2 Notwithstanding the foregoing, neither party shall be under any obligation to agree to any changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement. However, in no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11  
TERM AND TERMINATION

11.1 The Term of this Agreement shall be for a period of thirteen (13) months and shall take effect as set forth in the Rate and Services Addendum set forth in Exhibit "A" hereto.

11.2 Notwithstanding the Term set forth in Section 11.1 above, this Agreement may be terminated by either party for convenience upon forty-five (45) days written notice. If this Agreement is terminated by either party for convenience, the CONTRACTOR shall be paid its compensation for services performed to the termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated in a manner not permitted under the terms of this Agreement, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE, except to the extent that such items constitute CONTRACTOR's trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR.

11.3 This Agreement may be terminated by either party for cause upon fifteen (15) days written notice by the party not in default providing the defaulting party with a specific description of the default and an opportunity to cure. If this Agreement is terminated by either party for cause, the CONTRACTOR shall be paid its compensation for services satisfactorily performed to the termination date.

11.3 The Term of this Agreement may be extended upon mutual written Agreement of CONTRACTOR and the VILLAGE for an additional term of twelve (12) months, subject to approval by the Village Council.

ARTICLE 12  
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's Rates and Services Addendum for transportation services to residents and tourist within the Village as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13  
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of majority ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval, which shall not be unreasonably withheld. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;

- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.
- e. Notwithstanding any of the foregoing, the VILLAGE shall maintain the confidentiality of any records or information that constitutes a trade secret or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, except to the extent that such items constitute CONTRACTOR's trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR. Nothing contained in this provision should be construed as providing VILLAGE any property rights in CONTRACTOR's mobile application or its underlying source code.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager  
Village Administration Center  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Roget V. Bryan, Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Attn: Jason Spiegel  
BEEFREE, LLC  
2312 N. Miami Avenue  
Miami, Florida 33127

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 **Waiver.** Failure of the VILLAGE or CONTRACTOR to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**(This space is intentionally left blank)**

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its Managing Partner, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FL

By: Maria T. Bassett 5/12/22  
Maria T. Bassett, Acting Village Manager

AUTHENTICATION:

Marne McGrath  
Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

  
\_\_\_\_\_  
Roget V. Bryan, Village Attorney

CONTRACTOR

WITNESSES:

JL Fay

By: Jason  
Jason Spiegel on behalf of BEEFREE, LLC

BF Brandon Fernandez

ATTEST:

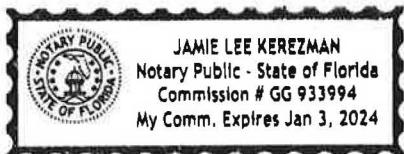
Mattie D. Lee

SECRETARY

STATE OF Florida  
COUNTY OF Miami Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jason Spiegel, of \_\_\_\_\_, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of \_\_\_\_\_, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 15 day of June, 2023



*Accep<sup>t</sup>ed and acknowledged*  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT "A"**

**BEEFREE, LLC**

**"RATES AND SERVICES ADDENDUM"**

*(Rates and Services Addendum for "Freebee" Transportation Services)*

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC ("BEEFREE") and ISLAMORADA, VILLAGE OF ISLANDS ("the VILLAGE"), made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and VILLAGE (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence on June 1, 2022, and shall remain in full force and effect for thirteen (13) months (the "Term") through June 30, 2023, unless terminated sooner or extended pursuant to the terms of the Agreement.
2. **Services.** This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to VILLAGE at the rates specified herein (the "Rates"):
  - a. BEEFREE will provide three (3) "Freebee" vehicles (One (1) XL van and two (2) Tesla vehicles) dedicated to VILLAGE (the "Vehicles") for the duration of the Term. At least one of the Vehicles dedicated to VILLAGE will be wheelchair accessible, and BEEFREE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. BEEFREE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
  - b. BEEFREE will operate the Vehicles within VILLAGE's designated service area at all times during VILLAGE's operating hours (weather and conditions permitting) as reflected in Section 5 herein, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, two (2) vehicles will be in operation and BEEFREE will try to limit this to downtime in service. BEEFREE agrees that, to the extent feasible, at all times during VILLAGE's operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers, upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
  - c. Prior to the beginning of the Term, BEEFREE will add VILLAGE as an additional insured on BEEFREE's automobile insurance policy (of at least \$1 million), and on BEEFREE's general liability policy (of at least \$3 million). VILLAGE will remain as an additional insured on said policies throughout the Term. BEEFREE must also otherwise comply with the insurance requirements as set forth in the Agreement.

- d. BEEFREE will assist VILLAGE in developing a marketing plan to encourage ridership on the Vehicles during the Term.
- e. Beginning with the first month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide VILLAGE with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
- f. BEEFREE agrees that any questions, complaints, or concerns reported to BEEFREE (through its drivers or otherwise) regarding ADA issues will be reported to the VILLAGE within one business day.

3. **Rates.** As consideration for the Services listed above, VILLAGE shall pay BEEFREE at the following Rates:

- a. The total payment for the Services to be provided under this Addendum shall not exceed **THREE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED FOUR DOLLARS AND NO/100 (\$342,504.00)** per annum, with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
- b. The breakdown for the Services charge is as follows:  
1 XL Vehicle and 2 Tesla X Vehicles  
Service: Monday - Sunday  
Seventy (70) Hours of labor per vehicle weekly  
Cost: **\$342,504.00 Annually**

4. **Payment Terms.** VILLAGE agrees to pay the Rates in monthly installments, as follows:

- a. Twelve (12) payments of \$28,542.00 per month, payable on or before the 15th day of each month, beginning the first month of the Term of this Agreement.

5. **Additional Terms.**

- a. VILLAGE's operating hours, as contemplated in Section 2.b. above, shall be as follows:

Vehicle #1	7:00 a.m. to 5:00 p.m.	10 hrs/day; 7 days/wk
Vehicle #2	12:00 p.m. to 10:00 p.m.	10 hrs/day; 7 days/wk
Vehicle #3	2:00 p.m. to 12:00 a.m.	10 hrs/day; 7 days/wk
- b. VILLAGE shall be responsible to continue to provide a location for installation of the fast chargers. Any costs associated therewith at all times after acceptance of the delivery will be the responsibility of BEEFREE. Notwithstanding the foregoing, all fast chargers delivered to VILLAGE by BEEFREE shall remain the property of BEEFREE and shall be subject to return upon conclusion of the Term.
- c. BEEFREE will operate the Vehicles in VILLAGE'S designated service area as delineated in the attached map.

- d. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided that BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to VILLAGE's approval prior to placement on the Vehicles. The first \$120,000.00 of advertising revenue generated will remain the Property of BEEFREE. Any advertising revenue generated above \$120,000.00 from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and VILLAGE, with each entitled to 50% of advertising revenue that is generated and actually received. VILLAGE shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and VILLAGE expressly acknowledges that no such guarantee has been made by BEEFREE.

Freebee Service Area Map - Islamorada

