

RESOLUTION NO. 24-06-57

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING EXECUTION OF AN AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE WITH EXTENDED SERVICE HOURS; 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; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; 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 through the approval of subsequent agreements and incremental service expansions and enhancements, with suspension of services only during April and May 2020 at the beginning of the COVID-19 pandemic; and

WHEREAS, the Village Council desired to expand the hours of service of the Freebee vehicles and directed staff to apply for the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") that is available specifically to fund new transit service development; and

WHEREAS, the Village was awarded the FDOT SFY 2024 grant to provide fifty percent (50%) funding for the expanded program proposed in the grant application that includes an increase of cumulative vehicle service hours from 210 hours per week to 357 hours per week; and

WHEREAS, the Village Council accepted the FDOT Transit Development Grant at its meeting on June 11, 2023; 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, expand the services provided utilizing FDOT Transit Development Grant funds and a waiver of competitive bidding 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 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 in an amount not exceed Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,330.00).

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement with BEEFREE, LLC., d/b/a Freebee, 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. Waiver of Competitive Bidding. In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provisions of the Village Code to utilize the services of BEEFREE, LLC., d/b/a Freebee.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Mark Gregg, seconded by Elizabeth Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	Yes

PASSED AND ADOPTED THIS 11th DAY OF JUNE, 2024.

DocuSigned by:

Joseph B. Pinder III

F8EB3A68BD704EF...

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

008BA0A0B2704D6...

MARNE McGRATH, VILLAGE CLERK

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

DocuSigned by:

John J. Quick

362BFAA7FDD417...

JOHN J. QUICK, VILLAGE ATTORNEY



AGREEMENT

THIS IS AN AGREEMENT, dated the 28 day of June, 2024, 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 I. 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.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide transportation services to residents and tourists within the Village.

Section 1.02 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.

Section 1.03 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.

Section 1.04 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 requested expansion of Freebee services to provide transportation to all four (4) islands of the Village.

Section 1.05 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").

Section 1.06 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.

Section 1.07 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, and it terminated on May 31, 2022.

Section 1.08 On May 12, 2022, the Village Council approved an agreement between VILLAGE and CONTRACTOR for the continued provision of the Services through June 30, 2023, for seventy (70) hours per week according to a staggered schedule whereby all three vehicles would operate different hours for a total annual cost of \$342,504.00.

Section 1.09 The Agreement dated May 12, 2022, was extended by the Village Council on June 8, 2023 to continue in its entirety until approval of the Public Service Transit Grant from the Florida Department of Transportation ("FDOT") for the State Fiscal Year 2024 intended to reimburse the Village for fifty percent (50%) of an expanded program to be implemented by CONTRACTOR.

Section 1.10 The FDOT drafted and transmitted a Grant Agreement to the Village on August 10, 2023 that was approved by the Village Council on June 11, 2024 with a term to begin upon full execution by both parties.

Section 1.11 VILLAGE and CONTRACTOR desire to enter into this Agreement for the continued provision of the Services as set forth herein, including the expanded service hours with all vehicles in service from 7:00 AM to 12:00 AM seven days per week in conjunction with the FDOT Grant Agreement.

Section 1.12 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" as it may be amended through mutual agreement of the VILLAGE and CONTRACTOR, and as directed by the Village Manager and as more particularly described herein.

Article II. SCOPE OF WORK

Section 2.01 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" as it may be amended through mutual agreement of the VILLAGE and CONTRACTOR, and as directed by Village Manager.

Section 2.02 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.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Subcontractors 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 its subcontractors' negligent acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence services as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall perform all services in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

Section 3.02 This Agreement and the services hereunder shall commence on July 1, 2024, or the date the Village receives the fully executed Grant Agreement from the FDOT, whichever is later, and shall continue for twelve (12) months from the date of commencement.

Section 3.03 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.

Article IV. CONTRACT PRICE AND GUARANTEES

Section 4.01 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" as it may be amended through mutual agreement of the VILLAGE and CONTRACTOR, and as directed by the Village Manager. 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 contract price hereto is referred to as Contract Sum and shall not exceed **Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,330.00) per annum.**

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" as it may be amended through mutual agreement of the VILLAGE and CONTRACTOR, and as directed by the Village Manager, in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONTRACTORS and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article 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.

Section 5.02 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.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, 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 Agreement 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.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: 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, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 per occurrence; \$5,000,000 annual general aggregate; and

Vehicle Liability (Owned, non-owned and hired vehicles) - \$1,000,000 per Occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

Section 5.06 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 the activities under this Agreement and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems 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 VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, 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 VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous 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.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 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 IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project 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 to the Project. Each amendment shall at a minimum include the following information on the Project:

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

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement and the services hereunder shall commence on July 1, 2024, and shall continue for twelve (12) months from the date of commencement.

Section 10.02 This Agreement may be terminated by either party for cause, or the VILLAGE 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 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 the Agreement, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. 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.

Section 10.03 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.

Section 10.04 The Term of this Agreement may be extended upon mutual written Agreement of CONTRACTOR and the VILLAGE for two (2) additional terms of twelve (12) months, subject to approval by the Village Council.

Article XI. MISCELLANEOUS

Section 11.01 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.

Section 11.02 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 ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 11.03 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.

Section 11.04 Public Records. 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 11.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

Section 11.06 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.

Section 11.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. 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 this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 11.08 Scrutinized Companies.

- (a)** CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b)** If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false

certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 11.09 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
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Jason Spiegel, Managing Partner
BEEFREE, LLC d/b/a FREEBEE
~~2312 N. Miami Avenue~~ 371 NE 61st St
~~Miami, Florida 33127~~ Miami, FL 33137
jason@ridefreebee.com

Section 11.10 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.

Section 11.11 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.

Section 11.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 11.13 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.

Section 11.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 11.15 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.

Section 11.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached 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.

Section 11.17 Waiver. Failure of the VILLAGE 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.

[Signature Page To Follow]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Beefree LLC ("Vendor")

Vendor FEIN: 45-4659887

Address: 371 NE 61st St

City: Miami State: FL Zip: 33137

Phone number: 305-330-9450 Email Address: info@ridefreebee.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

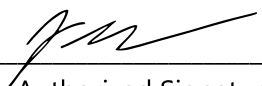
As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: 
Authorized Signature

Print Name and Title: Jason Spiegel - Managing Partner

Date: 6-17-24

[SIGNATURE PAGE TO AGREEMENT]

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 duly authorized officer to execute same.

VILLAGE

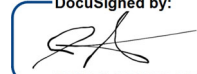
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:  DocuSigned by:
70DC6F73F08C460...
Robert Cole, Village Manager

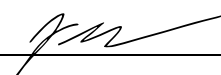
AUTHENTICATION:

 DocuSigned by:
008BA9A9B2704D5...
Marne McGrath, Village Clerk

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

 DocuSigned by:
302BFAA7FDD0417...
John J. Quick, Interim Village Attorney

CONTRACTOR

By: 

Print Name: Jason Spiegel

Title: Managing Partner

Date: 6-17-24

Witness: 

Print Name: Seth Brown

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 1st day of July, 2024 (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 July 1, 2024, and shall continue for twelve (12) months, unless amended by mutual consent of the Village and BEEFREE, 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. The Services specified herein in section 2.a. and 5.a. may be amended through mutual agreement of the VILLAGE and BEEFREE at the direction of the Village Manager at the rates specified herein (the "Rates"):
 - a. BEEFREE will provide three (3) "Freebee" vehicles (One (1) XL van and two (2) Tesla X 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 \$5 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 Five Hundred Fifty-three Thousand Three Hundred and no/100 Dollars (\$553,330.00) 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
One Hundred Nineteen (119) Hours of labor per vehicle weekly
Cost: \$553,300.00 Annually
4. Payment Terms. VILLAGE agrees to pay the Rates in monthly installments, as follows:
- a. Twelve (12) payments of \$46,110.00 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: Monday through Sunday, 7:00 a.m. to 12:00 a.m. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
 - b. VILLAGE shall be responsible for providing a location for installation of the fast chargers. Any costs always associated therewith 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.